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**CITY OF NEWTON**

**PURCHASING DEPARTMENT**

***CONTRACT FOR PUBLIC BUILDINGS  
MAINTENANCE SERVICES***

**PROJECT MANUAL:**

**ANNUAL**

**GLASS & WINDOW REPAIRS**

***INVITATION FOR BID #10-54***

**APRIL 2010**

**Setti D. Warren, Mayor**



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## CITY OF NEWTON PURCHASING DEPARTMENT

### INVITATION FOR BID #10-54

The City of Newton invites sealed bids from Contractors for

#### **PUBLIC BUILDINGS MAINTENANCE SERVICE: ANNUAL - GLASS & WINDOW REPAIRS**

Bid Opening at: **10:00 a.m. on April 15, 2010**

at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available for pickup at, [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids), under the Invitation for Bid link or at the Purchasing Department **after 10:00 a.m., April 1, 2010**. There will be no charge for contract documents.

**The work under this contract shall include providing replacement glass and installation of those glass lites to various buildings within the City of Newton as required by the Public Buildings department. The contract price shall include all materials, labor charges for installation, equipment, overhead, profit, travel costs and any other charges.**

**CONTRACT TERM.** The term of this contract shall **extend from July 1, 2010 through June 30, 2011, except that total payments under this contract shall not exceed \$49,900 per fiscal year.** The City, at its sole discretion, shall have the option to extend for one (1) additional one-year period with no changes in the contract price or terms and conditions. The City reserves the right to terminate this contract prior to the expiration date in the event total expenditures reach \$49,900. It is further understood that in the event the term of this contract extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.

A 5% Bid Surety is required with this Bid.

All bids are subject to the provisions of M.G.L. Chapter 30, Section 39M. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. Chapter 149, Sec. 26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Labor and Materials Payment Bond in the amount of 50%** of the contract total.

Some City of Newton bids are available on the City's web site, [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids) Invitation for Bid. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Dept. (617) 796-1227 or e-mail [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City of Newton's Purchasing Dept. converted to an email notification system of all upcoming public bids effective July 1, 2009. If you wish to receive notification of bids, please email us your company information to [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov), otherwise you may view all City of Newton public bids online at [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids).

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON

Re Cappoli  
Chief Procurement Officer

April 1, 2010

## CITY OF NEWTON

## DEPARTMENT OF PURCHASING

### BUILDING MAINTENANCE SERVICE CONTRACT

### INSTRUCTIONS TO BIDDERS

#### ARTICLE 1 - GENERAL INFORMATION

- 1.1 It is the intent of the City as a result of this bid to award a contract or contracts for building maintenance service to be performed on an as needed basis during the contract term.
- 1.2 The term of any contract awarded pursuant to this bid shall extend for no more than one year from the date of contract execution, except that the total of payments under any contract awarded will not exceed \$75,000.00. The City reserves the right to terminate the contract in the event the dollar limit is reached prior to the expiration date.
- 1.3 In the event the term of this contract extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.

#### ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227. The City will answer such requests if received seven (7) calendar days before the date for receipt of the bids.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.4 Addenda will be faxed or mailed First Class postage by the USPS, to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids).
- 2.6 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing dept. with their company's name, street address, city, state, zip, phone, fax and **INVITATION FOR BID NUMBER 10-54**.

#### ARTICLE 3 - BIDDER'S REPRESENTATION

- 3.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
  1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
  2. The Bidder is familiar with the local conditions under which the Work has to be performed.



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nts or become familiar with local conditions will not relieve any Bidder from



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any ambiguity, inconsistency, or error which they may discover upon the site, and local conditions.

City will answer such requests if received seven (7) calendar days before the date for receipt of the bids. The

- 4.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 4.4 Addenda will be faxed or mailed by USPS First Class mail, to every individual or firm on record as having taken a set of Contract Documents.
- 4.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file as well as on the city's web site: [www.ci.newton.ma.us/purchasing/current\\_bids.htm](http://www.ci.newton.ma.us/purchasing/current_bids.htm)
- 4.6 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., via facsimile (617) 796-1227 or at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov), they shall be placed on the bidder's list. Bidders must provide the Purchasing dept. with their company's name, street address, city, state, zip, phone, fax and INVITATION FOR BID NUMBER.

#### ARTICLE 5 - MBE PARTICIPATION

- 5.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton, dated December 1, 1999 is applicable to all contracts in excess of \$10,000.00. A copy of this plan is on file at City of Newton Purchasing Department.

#### ARTICLE 6 - PREPARATION AND SUBMISSION OF BIDS

- 6.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 6.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 6.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 6.4 If required, Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.

Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.

- 6.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
  - \* GENERAL BID FOR:
  - \* NAME OF PROJECT AND INVITATION NUMBER
  - \* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 6.6 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 6.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.

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in identical amount from two or more responsive and responsible Bidders, by a blind selection process such as flipping a coin or drawing names from a hat. The selected Bidder will be invited to attend and observe the selection process.

- 7.1 Each Bidder shall acknowledge Alternates (if any) in the space(s) provided on the Bid Form.
- 7.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.
- 7.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.
- 7.4 The low Bidder will be determined in accordance with Article 1 above on the basis of the sum of the base bid and the accepted alternates.

#### ARTICLE 8 - WITHDRAWAL OF BIDS

- 8.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Facsimile transmittal of a written request is acceptable. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 8.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 8.3 No bids shall be withdrawn within sixty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

#### ARTICLE 9 - TAXES

- 9.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 9.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

**END OF SECTION**



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CITY OF NEWTON

DEPARTMENT OF PURCHASING

BID FORM #10-54

A. The undersigned proposes to furnish all labor, materials, tools, equipment, transportation and supervision required to perform all work in accordance with the Project Manual prepared by the City of Newton entitled: Bidders shall submit on the Bid Form in the Project Manual a unit price per square foot of lite installed for each type of glass indicated. The contract price shall include all materials, labor charges for installation, equipment, overhead, profit, travel costs and other charges as per sections 5.03 and 5.04 of these specifications.

PUBLIC BUILDINGS MAINTENANCE SERVICE:

ANNUAL - GLASS & WINDOW REPAIRS

B. This bid includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

C. The total contract price, which shall include the cost of labor, materials, equipment, etc., is as follows:

1. Double Thick “B” Quality Glass (DSB)

Standard Rate

\$ \_\_\_\_\_ per sq. ft.

X 400 sq. ft. =

\$ \_\_\_\_\_

Premium Rate

\$ \_\_\_\_\_ per sq. ft.

X 10 sq. ft. =

\$ \_\_\_\_\_

2. 3/16” Crystal Glass Up To 68” X 104”

Standard Rate

\$ \_\_\_\_\_ per sq. ft.

X 200 sq. ft. =

\$ \_\_\_\_\_

Premium Rate

\$ \_\_\_\_\_ per sq. ft.

X 10 sq. ft. =

\$ \_\_\_\_\_

3. 1/4” Plate Glass - sizes over 68” X 104”

Standard Rate

\$ \_\_\_\_\_ per sq. ft.

X 356 sq. ft. =

\$ \_\_\_\_\_

Premium Rate

\$ \_\_\_\_\_ per sq. ft.

X 10 sq. ft. =

\$ \_\_\_\_\_

4. 1/8” Hammered Glass

Standard Rate

\$ \_\_\_\_\_ per sq. ft.

X 10 sq. ft. =

\$ \_\_\_\_\_

Premium Rate

\$ \_\_\_\_\_ per sq. ft.

X 10 sq. ft. =

\$ \_\_\_\_\_

5. 1/4” Rough Wire Glass

Standard Rate

\$ \_\_\_\_\_ per sq. ft.

X 30 sq. ft. =

\$ \_\_\_\_\_

Premium Rate

\$ \_\_\_\_\_ per sq. ft.

X 10 sq. ft. =

\$ \_\_\_\_\_

6. Clear Wire Glass

Standard Rate

\$ \_\_\_\_\_ per sq. ft.

X 90 sq. ft. =

\$ \_\_\_\_\_

Premium Rate

\$ \_\_\_\_\_ per sq. ft.

X 10 sq. ft. =

\$ \_\_\_\_\_





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\_\_\_\_\_ per sq. ft. X 100 sq. ft. = \$ \_\_\_\_\_

\_\_\_\_\_ per sq. ft. X 10 sq. ft. = \$ \_\_\_\_\_

**8. 3/16" Clear Polycarbonated Glass**

Standard Rate \$ \_\_\_\_\_ per sq. ft. X 100 sq. ft. = \$ \_\_\_\_\_

Premium Rate \$ \_\_\_\_\_ per sq. ft. X 10 sq. ft. = \$ \_\_\_\_\_

**9. 1/4" Clear Polycarbonated Glass**

Standard Rate \$ \_\_\_\_\_ per sq. ft. X 100 sq. ft. = \$ \_\_\_\_\_

Premium Rate \$ \_\_\_\_\_ per sq. ft. X 10 sq. ft. = \$ \_\_\_\_\_

**10. 1/4" Tempered Safety Glass**

Standard Rate \$ \_\_\_\_\_ per sq. ft. X 200 sq. ft. = \$ \_\_\_\_\_

Premium Rate \$ \_\_\_\_\_ per sq. ft. X 20 sq. ft. = \$ \_\_\_\_\_

**11. Installation of porcelain enamel insulated non-vision panels with a 28 gauge standard steel face, as manufactured by Laminators, Inc. Hatfield, PA; High Standard, Inc., Dublin, NH; Mirawal Products, Inc. Port Carbon, PA, or approved equal in lieu of polycarbonated glass or other types of glass.**

Standard Rate \$ \_\_\_\_\_ per sq. ft. X 200 sq. ft. = \$ \_\_\_\_\_

Premium Rate \$ \_\_\_\_\_ per sq. ft. X 18 sq. ft. = \$ \_\_\_\_\_

**12. 1/4" Laminated Safety Glass**

Standard Rate \$ \_\_\_\_\_ per sq. ft. X 200 sq. ft. = \$ \_\_\_\_\_

Premium Rate \$ \_\_\_\_\_ per sq. ft. X 20 sq. ft. = \$ \_\_\_\_\_

**13. 1" Tempered Thermo Unit (1/8" clear glass and 1/8" Low E-glass with Argon gas)**

Standard Rate \$ \_\_\_\_\_ per sq. ft. X 480 sq. ft. = \$ \_\_\_\_\_

Premium Rate \$ \_\_\_\_\_ per sq. ft. X 20 sq. ft. = \$ \_\_\_\_\_

**TOTAL \$ \_\_\_\_\_**

**COMPANY:** \_\_\_\_\_

**D.** The undersigned has completed and submits herewith the following documents:

- ☐ Bidder's Qualification Form and References, 2 pages
- ☐ 5% Bid Surety



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ated as general contractor, s/he will within five days, Saturdays, Sundays and hereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Chapter 30, s 39M.

The undersigned certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date \_\_\_\_\_

\_\_\_\_\_  
(Name of General Bidder)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State Zip)

\_\_\_\_\_  
(Telephone / FAX)

\_\_\_\_\_  
(E-mail address)

**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.



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## CITY OF NEWTON

### IFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: \_\_\_\_\_
2. WHEN ORGANIZED: \_\_\_\_\_
3. INCORPORATED? ☐ YES ☐ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
- \* 4. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 5. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
☐ YES ☐ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER DEFAULTED ON A CONTRACT? ☐ YES ☐ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? ☐ YES ☐ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)



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PUBLICLY BID? ☐ YES ☐ NO

TYPE OF WORK?: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_

CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_

(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_

OWNER: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

PUBLICLY BID? ☐ YES ☐ NO

TYPE OF WORK?: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_

CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_

(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_

OWNER: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

PUBLICLY BID? ☐ YES ☐ NO

TYPE OF WORK?: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_

CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_

(i.e., contract manager, purchasing agent, etc.)

9. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

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## CONTRACT FORMS

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

**None of the following forms are required at the time of bid submittal.**



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## CONTRACTOR AGREEMENT

CONTRACT NO. C -

THIS AGREEMENT made this       day of       in the year Two Thousand and Ten by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

### **PUBLIC BUILDINGS ANNUAL - GLASS & WINDOW REPLACEMENT SERVICE**

- II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by referenced:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid #10-54 issued by the Purchasing Department;
- c. The Project Manual for Replacement of Broken Glass including Specifications, and if included the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s) \_\_\_\_\_;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Shipping Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.



Contract shall extend from July 1, 2010 through June 30, 2011, except that not exceed \$49,900 per fiscal year. The City, at its sole discretion, shall not extend this contract beyond a total of one year. The City shall not terminate this contract prior to the expiration date in the event total contract price is less than \$49,900. It is understood that in the event the term of this contract extends beyond June 30

in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.

- VI. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by a written Work Order prepared by City of Newton Public Buildings Department specifying the work to be performed. The Contractor will be paid following completion and acceptance of the work authorized in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the work authorized or acceptance of the work whichever date is later.
- VII. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VIII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- IX. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- X. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XI. TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- XII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIII. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had



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...ining provisions, standing alone, are incomplete and incapable of being  
...e parties to this Contract.

... This Contract may not be amended except in writing executed in the same  
...ment.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

**CONTRACTOR**

**CITY OF NEWTON**

By \_\_\_\_\_  
Title \_\_\_\_\_  
  
Date \_\_\_\_\_

*Affix Corporate Seal Here*

By \_\_\_\_\_  
*Chief Procurement Officer*  
  
Date \_\_\_\_\_

By \_\_\_\_\_  
*Commissioner of Public Buildings*  
  
Date \_\_\_\_\_

City funds in are available in account numbers  
0111502-52407 6  
0111503-52407 -  
0111506-53407 -  
98550690-52407 -

I further certify that the Mayor is  
authorized to execute contracts and  
approve change orders

By \_\_\_\_\_  
*Comptroller of Accounts*  
  
Date \_\_\_\_\_

Approved as to Legal Form and Character

By \_\_\_\_\_  
*Associate City Solicitor*  
  
Date \_\_\_\_\_

**CONTRACT AND BONDS APPROVED**

By \_\_\_\_\_  
*Setti D. Warren, Mayor*  
  
Date \_\_\_\_\_

## OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)
2. corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is ***ON OR BEFORE*** the date the  
officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_ *AFFIX CORPORATE*  
(Signature of **Clerk or Secretary**)\* *SEAL HERE*
7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*
8. Date: \_\_\_\_\_  
(insert a date that is ***ON OR AFTER*** the date the  
officer signed the **contract and bonds.**)

\* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.



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## ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual  
or Corporate Contractor (Mandatory)

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Date: \_\_\_\_\_

\* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

\*\*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.



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NEWTON, MASSACHUSETTS

**PAYMENT BOND**

Know All Men By These Presents:

That we, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_,  
as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of  
\_\_\_\_\_ dollars (\$\_\_\_\_\_) to be paid to the Obligee, for  
which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and  
assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of, 20\_\_\_\_, for the construction  
of \_\_\_\_\_,  
(Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay  
for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized  
modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the  
SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to  
include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec.  
29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this \_\_\_\_\_day of  
,20\_\_\_\_.

PRINCIPAL

SURETY

\_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_  
(SEAL)

BY \_\_\_\_\_  
(ATTORNEY-IN-FACT) (SEAL)

\_\_\_\_\_  
(Title)

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

## GENERAL CONDITIONS OF THE CONTRACT FOR NON-TECHNICAL SERVICES

These General Conditions hereby establish the following General Conditions, applicable to this Invitation for Bids and any subsequent purchase order, work order, shipping order or contract resulting therefrom.

### 1.0 SCOPE OF SERVICES

- 1.1 The Contractor agrees to furnish all labor, materials, equipment and insurance necessary to perform and fully complete, in every respect, within the time frame herein specified, all work (hereinafter referred as the Services) described in the Project Manual.
- 1.2 The Contractor shall not make any changes in the scope of Services without the prior written consent of the City. The Contractor shall make reasonable revisions or corrections, within the scope of Services, to any work performed until submitted in a form acceptable to the City.
- 1.3 The City reserves the right to alter, add to or reduce the Services by delivering to the Contractor written notice specifying the nature and extent of such alteration, addition or reduction. Such notice shall be effective upon the later of actual receipt by the Contractor or upon the date given in such notice. No addition to the Services shall be made unless the City and the Contractor have agreed to such increase in writing. In no event shall any increase in services cause the total of payments under this contract to increase by an amount exceeding ten percent (10%) of the contract total.

### 2.0 CONTRACT TERM

- 2.1 The obligations of the Contractor identified herein shall commence upon execution of the City-Contractor Contract and shall continue in full force and effect for the duration of the contract term as identified in the Project Manual. The contractor shall commence the performance of services under this contract promptly upon receipt of the City's Notice to Proceed in accordance with the provisions identified in the Project Manual.
- 2.2 In the event the term of this contract exceeds a period of one year and notwithstanding any provision to the contrary herein, the City shall cancel this contract in the event that funds are not appropriated or otherwise made available to support continuation of performance by the Contractor in any fiscal year succeeding the first year.

### 3.0 EXECUTION

- 3.1 All work required hereunder shall be performed as promptly as possible, and in any event within the time herein set forth, and such work shall be subject to approval and acceptance by the City, but such approval and acceptance shall not relieve the Contractor from the obligation to correct any incomplete, inaccurate or defective work, all of which shall be promptly remedied by the Contractor on demand, without cost to the City. The Contractor shall obtain all the required licenses and permits for the work herein described.
- 3.2 The Contractor shall conform to all determinations and directions of the City concerning the Contractor's delivery of services in the event of inclement weather, equipment failure, picket lines on City property, or labor strikes by the contractor's employees.

### 4.0 COMPENSATION

- 4.1 The City shall pay the Contractor for services rendered under this contract in accordance with the amount(s) set forth in the Contractor's General Bid Form and pursuant to the provisions contained in the Project Manual.
- 4.2 Notwithstanding anything to the contrary contained in the Contract, the City may withhold any payment to the Contractor hereunder if and for so long as the Contractor fails to perform any of its obligations hereunder or otherwise is in default under this Contract including, without limitation, any failure to perform Services in full accordance with the amount sufficient in the reasonable opinion of the City to cure any such default or failure of performance by the Contractor.



any amounts for work deemed by it to be unacceptable, or which are  
disputes any such amounts invoiced, it shall pay all amounts not in dispute and  
amounts disputed and the reasons therefor.

be deemed, by virtue of making payments to the Contractor hereunder, to have released the Contractor from any claim or liability, or to have waived any action arising out of the breach of this Contract by the Contractor.

## 5.0 REPORTS AND DRAWINGS

When the Contractor has been paid for the Services performed by him or her, all reports, drawings, and other material furnished to the City shall become the City's property and may be used by the City (or such parties as the City may designate) thereafter in such manner and for such purposes as the City (or such parties as the City may designate) may deem advisable, without further employment of or additional compensation to the Contractor. The Contractor shall not release or disclose any report, drawing, or other material furnished to the Contractor by the City in connection with the performance of the Contractor's Services.

## 6.0 CONTRACTOR'S ACCOUNTING RECORDS

The Contractor shall keep records pertaining to Services performed (including complete and detailed time records) on the basis of recognized bookkeeping practices, generally accepted accounting principles, and in accordance with such reasonable requirements to facilitate audit as the City may provide. All records shall be available to the City or its authorized representatives for review and audit during normal business hours.

## 7.0 ASSIGNMENT/SUBCONTRACTING

The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.

## 8.0 REMEDY FOR DEFAULT

If the Contractor, in the sole judgment of the City, shall violate or fail properly to comply with or perform in any material respect any condition, provision, or warranty hereof, the City shall have the right by prior written notice to the Contractor to have the services called for hereby otherwise performed, and/or to terminate this contract without prejudice to any other rights or remedies of the City under this contract. The Contractor shall pay any excess in the City's cost to so procure the services and any related goods, supplies, materials or equipment. In addition, and without limiting any other remedies available to the City, the Contractor shall be liable for all losses, costs and expenses incurred by the City which result from the Contractor's noncompliance.

## 9.0 SUSPENSION OR TERMINATION

9.1 The City shall have the right, upon seven (7) days written notice to the Contractor so stating, to terminate, suspend, or postpone this contract in whole or in part for any reason deemed by the City to be in the public interest. Any such termination, suspension, or postponement shall not give rise to any cause of action for damages against the City. In the event that the City postpones or suspends the Services, the Contractor's time for performance of the Services shall be extended for a period equal to the period of such postponement or suspension. In the event of termination, suspension or postponement, the City shall pay: (a) for services and any related goods, supplies, materials and equipment furnished up to the time of termination, suspension, or postponement at the contract price upon delivery; (b) for work in process in the amount of the Contractor's cost, determined in accordance with ordinary accepted accounting practices, up to the time of termination, suspension, or postponement; and (c) for raw materials purchased by the Contractor as of the date of termination, suspension, or postponement and which are noncancelable at the Contractor's actual cost plus reasonable handling charges, but only to the extent that such raw materials were purchased in reliance upon this contract and are useful solely with respect to this contract.

9.2 Upon receipt of a notice of termination, suspension, or postponement the Contractor shall immediately cease all work hereunder and cancel all orders placed with respect to this contract. The Contractor's failure to so cancel shall relieve the City of the obligations of paragraph 10.1 above.



to the Services immediately, by notice, hand delivery or certified mail, if the this Contract, or fails to perform or observe any of the terms, covenants or whole or in part its Services, or becomes unable to perform its Services.

the Contractor shall promptly deliver to the City all documents, work data, drawings, plans, and other tangible work product, or materials pertaining



shall , during his/her tenure or one year thereafter directly or indirectly, have in, or any contract for property, materials or services to be furnished or used needs thereof.

All work to be performed and wages paid under this specification shall be in accordance with all applicable laws, state or federal, and all applicable ordinances, codes, rules, and regulations of the City of Newton, or any public board or office having any jurisdiction, regulation or control over any work to be done hereunder, including minimum wage rates. In particular, without limitation, the Contractor agrees to comply with all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations. The Contractor agrees to assist in making any submissions to federal or state agencies as may be required in order to meet the requirements in this paragraph.

#### 15.0 INDEMNIFICATION

The Contractor agrees to indemnify and save the City harmless from and against any and all costs, losses, expenses, liabilities, damages or claims for damages, including reasonable attorney's fees and expenses, on account of any injury or damage to buildings, improvements, or property of the City or on account of any injury (including death) or damage to any person, persons, firm, corporation or association, or on account of any infringement or claim of infringement of patents, arising out of or resulting from the deliveries provided for or performed under this contract or from any act, omission or negligence of the contractor, his agents, employees, or assigns. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the contractor under contract.

#### 16.0 FORCE MAJEURE

The City may not hold the Contractor liable for any loss, expense or damage incurred by the City on account of failure of the Contractor to deliver services as specified herein, if that failure is caused by state of war, acts of enemies, expropriation or confiscation of facilities used by the Contractor, or compliance with any law, order, or regulation of any federal, state or municipal governmental authority, if the Contractor shall show that such compliance would impair this ability to perform a material provision of this contract, the Contractor having given the City reasonable notice of such cause.

#### 17.0 DISPUTES

All claims, disputes and other matters in question between the City and the Contractor arising out of or relating to this Contract or the breach of it, shall be submitted for resolution to a court of competent jurisdiction in Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Contract or the earlier termination of this Contract as provided herein, the parties agreeing to negotiate any claims, disputes or other matters in question during the term of this Contract before resorting to litigation. As to all acts or failures to act by either party to this Contract, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events when the other party becomes aware or should have been aware of such acts or failure to act.

#### 18.0 GOVERNING LAW

This contract shall be governed by and construed in accordance with Massachusetts Law.

#### 19.0 LIABILITY

The Contractor is retained solely for the purpose of and to the extent set forth in this Contract. The Contractor's relationship to the City for the purpose of services to be performed under this Contract shall be that of an independent contractor. The Contractor shall have no capacity or authority to involve the City in any contract or to incur any liability on behalf of the City. In no event shall the City be held liable as an employer or otherwise for any personal injury to or death of the Contractor's principals, employees, agents and/or representatives occasioned by or resulting from the Contractor's performance under this Contract.



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from the property of the City any liens or other claims asserted by any person Contractor and arising out of Services performed under this Contract by such

## 21.0 SEVERABILITY

In the event that any portion of this Contract is held illegal or unenforceable by a court of competent jurisdiction, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Contract and Contractor and the City agree to substitute for the invalid provision a valid provision which most closely approximates the economics and intent of the invalid provision.

**END OF SECTION**

CITY OF NEWTON

MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN

DECEMBER 1, 1999

STATEMENT OF POLICY:

Whereas it is the policy of the government of the United States of America, the Commonwealth of Massachusetts and the City of Newton that no person shall be discriminated against in any manner whatsoever on the grounds of race, religion, color, sex, handicap or national origin; and

Whereas, it is the policy of the government of the United States of America that no person shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program of activity funded entirely or in part by the City, the State or Federal government; and

Whereas, it is the policy of the government of the United States of America to encourage that Minority/Women Business Enterprises shall have the maximum practicable opportunity to participate in Federal and State assisted projects; and all City funded contracts; and

Whereas, it is the policy of the City of Newton to encourage that minority/women business enterprises shall have the maximum practicable opportunity to participate in all City funded contracts; and

Whereas, the City of Newton, as a recipient of Federal and State funds subscribes to the above policies and will fully comply With Federal, State and local laws and directives governing non-discrimination, equal opportunity and affirmative action in all municipal activities; and

Whereas, to further enunciate the equal opportunity policy of the City of Newton's Minority/Women Business Program, the following responsibilities are specified

This MINORITY/ WOMEN Business Enterprise Plan sets forth the administrative standards for the further implementation of the City of Newton's policy of the utilization of minority contractors and subcontractors.

The City of Newton strongly affirms that it will not discriminate in any contractual procedures against any persons because of race, color, religion, age, disability, sex or national origin. This policy shall be administered with a positive supportive attitude.

It is the responsibility of the City of Newton to take affirmative steps to implement this policy to insure equality of opportunity in conducting the Program including notifying those persons and businesses doing business with the City, that contracts for goods, services and construction, shall be made Without reference or regard to race, color, sex, age, handicap, religion or national origin.

David B. Cohen Mayor



CITY OF NEWTON  
MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN

DECEMBER 1, 1999

I. DEFINITIONS:

**A. Minority Person** - the term includes a person who is of Black Hispanic, Asian, American Indian or Cape Verdean origin.

**B. Minority Business Enterprise (MBE)** -- the term shall mean a business a) that is certified by SOMWBA; or b) 1 provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a minority person,
- a partnership or joint venture controlled by minority persons in which at least 51 % of the ownership interest is held by minority persons or,
- a corporation or other entity controlled by minority persons and in which at least 51 % of the stock is owned by one or more minority persons.

**C. Contract Compliance Officer** - the Chief Procurement Officer or his/her designee responsible for the implementation of Newton's Minority/Women Enterprise Plan ("MWBE Plan") and activities.

**D. MCAD** - Massachusetts Commission Against Discrimination.

**E. SOMWBA** -- State Office of Minority/Women Business Assistance,

**F. City** - The City of Newton.

**G. Women Business Enterprise (WBE)** - the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a woman.
- a partnership or joint venture controlled by women in which at least 51% of the ownership interest is held by women, or
- a corporation or other entity controlled by women and in which at least 51% of the stock is owned by one or more women.

**H. MWBE** – Minority or Women Business Enterprise

II. GOALS:

Newton's Minority/Women Enterprise Plan ("MWBE Plan") shall be guided by the goals presented below to promote minority/women opportunities within the City.



work for those activities to be implemented as part of the MWBE Plan:

on in expanding opportunities for minority and women owned firms in obtaining contracts within the City of Newton.

To assure that all contractors, regardless of race color, religion, creed, national origin, sex, age, ancestry or handicap, shall have equal opportunity to City contracting activities.

To award, of the total annual City contract dollars expended, 10 percent to MBE and 5 percent to WBE for construction; for goods and services, 5 percent WBE and 5 percent MBE.

### **III. SOLICITATION ACTIVITIES:**

To notify MWBEs of upcoming contracts for construction, professional services and supplies, funded in whole or in part with Federal, State, and City funds, the following activities will be undertaken. In addition on a regular basis, the City of Newton will distribute to its listing of MWBEs and SOMWBA, a summary of upcoming contract opportunities which are subject to the City's MWBE Plan.

#### **A. Construction Contracts**

All construction contracts with an estimated value over \$50,000 will be formally advertised within local, regional, minority and special interest publications at least 14 days prior to the bid opening date.

For all such construction contracts a "Notice of Solicitation" of a project going out to bid will be distributed to appropriate SOMWBA or City certified firms at least 14 days prior to the bid opening date.

#### **B. Contracts for Professional Services**

The City of Newton will send notification of its advertised Request for Proposals to appropriate! SOMWBA or City certified firms Responding MWBE firms will be considered for contract award within the bounds of generally accepted management practice or with the applicable procurement law relating to securing the lowest cost and best services available.

#### **C. Procurement of Supplies**

The City of Newton will (where feasible) utilize MWBEs for the procurement of supplies in accordance with City purchasing procedures. These efforts will be documented and reported to MCAD, and the Mayor's office on a quarterly basis.

### **IV. CONSTRUCTION ACTIVITIES:**

#### **A. Goals**

The City of Newton bid documents and contracts with an estimated value over \$50,000 will contain the City's goal of 10% for MBE and 5% for WBE utilization for subcontracts,

#### **B. Pre-Bid Conference**

To affirmatively further the opportunities available to prospective bidders, the City will hold a pre-bid conference 5-7 days prior to the bid opening date for all City construction contracts and subcontracts with an estimated value over \$50,000.

The pre-bid conference will provide an opportunity for contractors to: review and clarify the technical requirements of the projects, review the City's MWBE Plan; and review Equal Opportunity requirements. The City will advertise this conference and extend invitations to interested contractors as part of the notice of solicitation.

All bids for City of Newton contracts with -an estimated value over \$50,000 shall include a certification of intent to be completed by the bidder swing his/her intent to comply with the City's MWBE Plan. Failure to include this certification shall be an informality which may be waived if such certification is received prior to the award of the contract.

**D. Contract Execution**

Upon notification of award of the contract, the bidder shall provide a written plan detailing how it will comply with the MWBE Plan

**E. Monitoring**

Throughout the duration of the contract, the City of Newton through its Contract Compliance Officer, will monitor the progress and activities of all contractors and subcontractors as they attempt to comply with the MWBE Plan.

**F. Enforcement**

In the case of clear neglect to make a good faith effort to comply with this MWBE Plan, the City of Newton reserves the right to designate contractor, after a hearing, as ineligible for future City bid awards.

**V. CONTRACT COMPLIANCE OFFICER/DUTIES AND RESPONSIBILITIES:**

The Contract Compliance Officer, as liaison between minority firms and the City of Newton will have the overall responsibility for the implementation of Newton's MWBE Plan. Thi's responsibility includes the development, management, dissemination of information; the provision of technical assistance to minority firms including clarification of procedures to be implemented; maintenance of relevant documentation; completion of reporting requirements; and performance of monitoring and evaluation activities; and maintenance and updating of listings of minority/women business.

The Contract Compliance Officer has oversight of all City procurements for construction, professional services and supplies and shall coordinate the implementation of the MWBE Plan with other City departments.

**THE CITY OF NEWTON, MASSACHUSETTS**  
**SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY**  
**ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM**

- I. The requirements hereinafter set forth apply to construction contracts which involve an expenditure by the City of \$50,000 or more.
- II. For purposes of this contract "minority" refers to Asian Americans, Black, Hispanics American Indians and Cape Verdeans. The City refers to the City of Newton
- III. During the performance of this contract the Contractor and all of (his) Subcontractors (hereinafter collectively referred to as the Contractor) , for himself, his assignees, and successors ,in interest, agree as follows:
  1. In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age or sex. The aforesaid provision shall include, but not be limited to, the following: layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and the selection of apprenticeship. The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the City setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (MGL Chapter 151B) . (See Attachment A)
  2. In connection with the performance of work under this contract, the Contractor shall undertake in good faith, affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age or sex, and to eliminate and remedy any effects of such discrimination -in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal employment: opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, 'Layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age or sex. A purpose of- this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future City public construction projects
- IV.
  1. As part of this obligation of remedial action under the foregoing section, the contractor shall maintain on this project a not less than 5 percent ratio of minority employee man hours to total man hours in each job category, including, but not limited to, bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those "classes of work" enumerated in Section 44C of Chapter 149 of the Massachusetts General Laws.
  2. In the hiring of minority journeymen, apprentices, trainees and advanced trainees, the Contractor shall rely on referrals, from the Contractor's affirmative action program approved by the City, traditional referral methods utilized by the construction industry, and referrals from agencies, not more than three in number at any one time, designated by the Liaison Committee or the City.
- V.
  1. At the discretion of the City, there may be established for the life of this contract a body to be known as the Liaison Committee, The Liaison Committee shall be composed of the Compliance Officer and one representative each from the Departments administering this project, hereinafter called the administering Departments, and such other representatives as may be designated by the City.
  2. The Contractor (or, his/her agent, if any, designated by him/her as the onsite equal employment opportunity officer) shall recognize the Liaison Committee as the affirmative action body, and shall establish a continuing working relationship with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.



3. The Contractor shall prepare manning tables on a quarterly basis.\* These shall be broken down into projections, by week, for workers required in each trade. Copies shall be furnished one week in advance of the initiation of work and quarterly thereafter to the City and to the Liaison Committee.
4. Records of employment referral orders, prepared by the Contractor, shall be made available to the City and to the Liaison Committee on request.
5. The contractor shall prepare weekly reports in a form approved by the City of hours worked in each trade by each employee, identified as minority or non-minority. Copies of these reports shall be provided at the end of each week to the City and to the Liaison Committee.

\* If job is less than three months, prepare for length of job.

- VI. If the Contractor shall use any sub contractor on any work performed under this contract, he/she shall take affirmative action to negotiate with qualified minority subcontractors. This affirmative action shall cover both pre-bid and post-bid periods. It shall include notification to the State Office of: Minority *Business Assistance* or As designee, while bids are in preparation, of all products, work or services for which the Contractor intends to negotiate bids.
- VII. In the employment of journeyman, apprentices, trainees, and advanced trainees, the Contractor shall give preference to citizens of the Commonwealth who have served in the armed forces of the United States in time of war and have been honorably discharged therefrom or released from active duty therein, and who are qualified to perform the work to which the employment relates, and, secondly to citizens of the Commonwealth generally, and, if such cannot be obtained in sufficient numbers, then to citizens of the United States
- VIII. A designee of the City and a designee of the Liaison Committee shall each have the right of access to the Construction site,
- IX. **Compliance with Requirements**  
The Contractor shall comply with the provisions of Chapter 151B of the Massachusetts General Laws, which are herein incorporated by reference and made as amended by Executive Order 227, and of Chapter 151B as amended, of the Massachusetts General Laws, both of which are herein incorporated by reference and made a part of this contract.
- X. **Non-Discrimination**  
The Contractor, in the performance of all work after award, and prior to completion of the contract work, will not discriminate on the grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of sub-contractors, or in the procurement of materials and rentals of equipment.
- XI. **Solicitations for sub-Contracts and for the Procurement of Materials and Equipment**  
In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under his contract relative to non-discrimination and affirmative action.
- XII. **Bidders Certification Requirement**
  1. The following certification statement will be inserted in the bid document just above the bidder's signature.

"The bidder hereby certifies he shall comply with the minority manpower ratio and specific action steps contained in the City of Newton, Massachusetts Supplemental Equal Employment-- Opportunity Anti-Discrimination and Affirmative Action Program. The Contractor receiving the award of the contract



shall be required to obtain from each of its subcontractors and submit to the contracting or, administering agency prior to the performance of any work under said contract a certification by said subcontractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in the City of Newton Massachusetts Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program.

**XIII. Contractor's Certification**

A Contractor's certification form must be signed by all successful low bidders prior to award by the City. A Contractor shall not be eligible for award of a contract unless the contractor has executed and submitted the Contractor's Certification, which shall be deemed a part of the resulting contract. (See Attachment B)

**XIV. Subcontractor's Certification**

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit: to the Prime Contractor a subcontractor's certification setting forth the subcontractor's compliance with this program, which shall be deemed a part of the resulting subcontract. (See Attachment C)

**XV. Compliance - Information, Reports and Sanctions**

1. The Contractor will provide all information and reports Required by the administering department or, the City on instruction issued by either of them and will permit access to its facilities and any books, records, accounts and other sources of information which may be determined by the City to affect the employment of personnel. This provision shall apply only to information pertinent to the City's supplementary affirmative action contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the administering department or the City as appropriate and shall set forth what efforts he/she has made to obtain the information.

2. Whenever the administering department, the City, or the Liaison Committee believes the General Contractor or any Subcontractor may not-, be operating in compliance with the terms of this Section, the City directly, or through its designated agent, shall conduct: an appropriate investigation, and may confer with the parties, to determine if such Contractor is operating in compliance with the terms of this Section. If the City or its agent finds the General Contractor or any Subcontractor not in compliance, it shall make a preliminary report on non-compliance, and notify such Contractor in writing of such steps as will in the judgement of the City or its agent bring such Contractor into compliance. In the event, that such Contractor fails or refuses to fully perform such steps, the City shall make a final report of non-compliance, and recommend to the administering department the imposition of one or more of the sanctions listed below. If, however, the City believes the General Contractor or any Subcontractor has taken or is taking every possible measure to achieve compliance, it shall not make a final report of non-compliance. within fourteen days at the receipt of the recommendations of the City, the administering department shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement:

(a) The recovery by the administering department from the General Contractor of 1/100 of 11 of the contract award price or \$1000 whichever sum is greater, in the nature of liquidated damages or if a Subcontractor is in non-compliance, the recovery by the administering department from the General Contractor, to be assessed by the General Contractor as a back charge against the Subcontractor, of 1/10 of 1% of the sub-contract price, or \$400 whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply

(b) The suspension of any payment of part thereof due under the contract until such time as the General Contractor or any Subcontractor is able to demonstrate his compliance with the terms of the contract;

(c) The termination, or cancellation, of the contract, in whole or in part, unless the General Contractor or any Subcontractor is able to demonstrate within a specified time his/her compliance with the terms of the City's affirmative action construction contract requirements; OR,



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(d) The denial to the General Contractor or any Subcontractor of the right to participate in any future contracts awarded by the administering department for a period of up to three years.

3. If at any time after the imposition of one or more of the above sanctions (unless the contract has been terminated), a Contractor is able to demonstrate that he/she is in compliance with this section, he/she may request the City to suspend the sanctions conditionally pending a final determination by the City as to whether the Contractor is in compliance. Upon final determination of the City, the administering department, based upon the recommendation of the City, shall either lift the sanctions or continue them.
4. Sanctions enumerated under Section XV shall not be imposed by the City except after the General Contractor or Subcontractor have had an opportunity for full and fair hearing with City. The non-compliance investigation shall be initiated without prior notice to the contractor. Any sanctions to be imposed shall be, set forth fully and completely in writing, and may then be appealed to the City in writing by the Contractor.

.XIV. **Severability**

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

# FAIR EMPLOYMENT LAW

The Fair Employment Law declares that it is illegal to discriminate on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability

## IT IS UNLAWFUL:

- to print or circulate any advertisement or use any application form which directly or indirectly specifies any limitation on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to discharge or refuse to hire any individual on file basis of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry, or disability.
- to discriminate against any individual in matters relating to compensation, terms, conditions, or privileges of employment because of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to require a woman to leave her job at some arbitrary stage in her pregnancy or to refuse to let her return to work until a specified time set by the employer.
- to grant a female employee at least eight weeks leave for purposes of childbirth or to treat her absence differently than any other absence due to disability.
- to require an employee to remain at work during any day or part thereof that s/he observes as a religious holiday provided that the employee gives a ten-day notice and the absence does not cause undue hardship to the employer.
- to discharge or refuse to hire any person because of their failure to furnish information concerning admission to a center for the treatment of mentally ill persons.
- to discriminate against a job applicant for failure to furnish information, written or oral, concerning:- A) an arrest, detention or disposition regarding a violation of law in which no conviction resulted; B) a first conviction for any of the following misdemeanors: driving under the influence, simple assault, speeding, minor traffic violations, disturbance of the peace; or C) conviction for a misdemeanor where the date of the conviction or end of period of incarceration, if any, occurred more than five years prior to the employment application, and the applicant has not been convicted of any offense within the five years immediately before the date of application.

## RETALIATION

It is illegal to retaliate against any person because s/he has opposed any practices forbidden under this Chapter or because s/he has filed a complaint, testified, or assisted in any proceeding before the Commission. It is also illegal to aid, abet, incite, compel or coerce the doings of any of the acts forbidden under this Chapter or to attempt to do so.

## SEXUAL HARASSMENT

**151B:1,18** The term "sexual harassment" shall mean sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment, or as a basis for employment decisions: (h) such advances,, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

## COMPLAINTS

All complaints must be filed in writing. Information on the filing of complaints can be obtained by contacting the MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION at the following locations:

Boston office:  
One Ashburton Place  
Room 601  
Boston, MA 02108  
(617) 727-3990

Springfield office:  
436 Dwight Street  
Suite 315  
Springfield, MA 01103  
(413) 739-2145



**Attachment B**

**CITY OF NEWTON**

**Contractors Certification**

A Contractor will not be eligible for award of a contract, unless such contractor has submitted the following certification, which is deemed a part of the resulting contract.

**CONTRACTOR'S CERTIFICATION**

\_\_\_\_\_  
Contractor's Name Certifies that:

1. it tends to use the following listed construction trades in the work under the contract  
  
\_\_\_\_\_ and
2. will comply with the minority manpower ration and specific affirmative action steps contained herein; and
3. will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

\_\_\_\_\_  
(Signature of authorized representative of Contractor)

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

**Attachment C**

**CITY OF NEWTON**

**Subcontractors Certification**

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontractor.

**SUBCONTRACTOR`S CERTIFICATION**

\_\_\_\_\_  
Contractor's Name Certifies that:

1. it tends to use the following listed construction trades in the work under the contract  
\_\_\_\_\_ and
2. will comply with the minority manpower ration and specific affirmative action steps contained herein; and
3. will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
(Signature of authorized representative of Contractor)

In order to ensure that the said subcontractor's certification becomes part of all subcontracts under the prime contract, no subcontract shall be executed until an authorizee representative of the Administrative Agency administering this project has determined in writing, that the said certification has been incorporated in such subcontract, regardless of tier, Any subcontract executed without such written approval shall be void.

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Lime to Lime. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

**END OF SECTION**

## CITY OF NEWTON

### WAGE RATE REQUIREMENTS

#### 1. GENERAL

- A. This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B. Other duties and requirements of law which may not be specified in this section apply and are inherently part of the Contract.

#### 2. WAGE RATES

- A. The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. The schedule of prevailing wage rates will be updated annually for all public construction projects lasting longer than one (1) year. The contractor shall pay the prevailing wage rate set out in the applicable prevailing wage rate schedule. Increases in prevailing wage rates shall not be the basis for a change order.
- B. Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C. Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D. Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c 149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E. The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B.
- F. The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G. The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter. Filings made by the Contractor pursuant to Clauses 47, 48 and 49 of the General Conditions shall be deemed to constitute compliance with State filing requirements under the Massachusetts Prevailing Wage Law.

**END OF SECTION**

THOMAS P. MURRAY  
Commissioner

Commonwealth of Massachusetts  
Department of Labor and Workforce Development  
Division of Occupational Safety  
Prevailing Wage Rates  
Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSBERRY  
Secretary of Labor and Workforce Development  
GEORGE E. NOEL  
Director of Labor  
LAUREA M. MARLIN  
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-54

City/Town: NEWTON

Description of Work: Annual - Glass Replacement Repairs and Related Works

Job Location: Various Locations

Classification	Effective Dates and Total Rates								
Construction									
(2 AXLE) DRIVER - EQUIPMENT	12/01/2009	\$44,330	06/01/2010	\$44,930	12/01/2010	\$45,530			
	06/01/2011	\$46,280	12/01/2011	\$46,940	06/01/2012	\$47,590			
	12/01/2012	\$48,620							
(3 AXLE) DRIVER - EQUIPMENT	12/01/2009	\$44,400	06/01/2010	\$45,000	12/01/2010	\$45,600			
	06/01/2011	\$46,350	12/01/2011	\$47,010	06/01/2012	\$47,660			
	12/01/2012	\$48,690							
(4 & 5 AXLE) DRIVER - EQUIPMENT	12/01/2009	\$44,520	06/01/2010	\$45,120	12/01/2010	\$45,720			
	06/01/2011	\$46,470	12/01/2011	\$47,130	06/01/2012	\$47,780			
	12/01/2012	\$48,810							
ADSS SUBMERSIBLE PILOT	08/01/2009	\$101,110	08/01/2010	\$104,640	08/01/2011	\$108,760			
AIR TRACK OPERATOR	12/01/2009	\$47,850	06/01/2010	\$48,850	12/01/2010	\$50,100			
	06/01/2011	\$51,100	12/01/2011	\$52,350					
ASBESTOS REMOVER - PIPE/MECH. EQUIPT.	12/01/2009	\$40,250							
ASPHALT RAKER	12/01/2009	\$47,350	06/01/2010	\$48,350	12/01/2010	\$49,600			
	06/01/2011	\$50,600	12/01/2011	\$51,850					
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	12/01/2009	\$38,530	06/01/2010	\$39,780	12/01/2010	\$61,030			
BACKHOE/FRONT-END LOADER	12/01/2009	\$38,530	06/01/2010	\$39,780	12/01/2010	\$61,030			
BARC O-TYPE/JUMPING TAMPER	12/01/2009	\$47,350	06/01/2010	\$48,350	12/01/2010	\$49,600			
	06/01/2011	\$50,600	12/01/2011	\$51,850					
BLOCK PAVER, RAMMER / CURB SETTER	12/01/2009	\$47,850	06/01/2010	\$48,850	12/01/2010	\$50,100			
	06/01/2011	\$51,100	12/01/2011	\$52,350					
BOILER MAKER	01/01/2010	\$55,850							
APPRENTICE: BOILERMAKER - Local 29									
Ratio	Step	1	2	3	4	5	6	7	8
1:5	%	45.00	45.00	70.00	75.00	80.00	85.00	90.00	95.00
Apprentice wages shall be no less than the following:									
Step 1538.75/2538.75/\$41,194.54/\$45,444.08/\$48,337.50/57,685.33/62									
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	02/01/2010	\$68,010	08/01/2010	\$69,910	02/01/2011	\$70,900			
	08/01/2011	\$73,000	02/01/2012	\$73,990					
APPRENTICE: BRICK/PLASTER/CEMENT MASON - Local 3 Newton									
Ratio	Step	1	2	3	4	5			
1:5	%	50.00	60.00	70.00	80.00	90.00			
Apprentice wages shall be no less than the following:									
Step 1545.71/2550.17/\$4,434.55/\$9,090.53/35									
BULLDOZER/GRADER/SCRAPER	12/01/2009	\$38,190	06/01/2010	\$39,430	12/01/2010	\$60,680			
CAISSON & UNDERPINNING BOTTOM MAN	12/01/2009	\$48,250	06/01/2010	\$49,250	12/01/2010	\$50,500			
	06/01/2011	\$51,500	12/01/2011	\$52,750					
CAISSON & UNDERPINNING LABORER	12/01/2009	\$47,100	06/01/2010	\$48,100	12/01/2010	\$49,350			
	06/01/2011	\$50,350	12/01/2011	\$51,600					

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 03/26/2010

Wage Request Number: 20100325-044

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Overseer:  
TIMOTHY P. MURRAY  
Overseer of Construction

Commonwealth of Massachusetts  
Department of Labor and Workforce Development  
Division of Occupational Safety  
Prevailing Wage Rates  
Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSBERRY  
Secretary of Labor and Workforce Development  
GEORGE E. NOEL  
Director of Labor  
LAURA M. MARLIN  
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-54

City/Town: NEWTON

Description of Work: Annual - Glass Replacement Repairs and Related Works

Job Location: Various Locations

Classification	Effective Dates and Total Rates					
CAISS ON & UNDERPINNING TOP MAN	12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.350
	06/01/2011	\$50.350	12/01/2011	\$51.600		
CARBIDE CORE DRILL OPERATOR	12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600
	06/01/2011	\$50.600	12/01/2011	\$51.850		
CARPENTER	03/01/2010	\$54.500	09/01/2010	\$55.380	03/01/2011	\$56.250
	09/01/2011	\$57.380	03/01/2012	\$58.500		
APPRENTICE: CARPENTER - Zone 2 Eastern MA						
Ratio	Step	1	2	3	4	5
1:5	%	50.00	60.00	70.00	75.00	80.00
Apprentice wages shall be no less than the following:						
Step 1523.24/2528.43/3040.29/341.87/3545.03/3545.03/7931.33/6831.33						
CEMENT MASONRY/PLASTERING	02/01/2010	\$66.200	08/01/2010	\$67.670	02/01/2011	\$68.440
	08/01/2011	\$70.060	02/01/2012	\$70.830		
CHAINSAW OPERATOR	12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600
	06/01/2011	\$50.600	12/01/2011	\$51.850		
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	12/01/2009	\$59.530	06/01/2010	\$60.780	12/01/2010	\$62.030
COMPRESSOR OPERATOR	12/01/2009	\$47.890	06/01/2010	\$48.810	12/01/2010	\$49.740
DELEADER (BRIDGE)	01/01/2010	\$63.410				
DEMO: ADZEMAN	12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.350
	06/01/2011	\$50.350	12/01/2011	\$51.600		
DEMO: BACKHOE/LOADER/HAMMER OPERATOR	12/01/2009	\$48.100	06/01/2010	\$49.100	12/01/2010	\$50.350
	06/01/2011	\$51.350	12/01/2011	\$52.600		
DEMO: BURNERS	12/01/2009	\$47.850	06/01/2010	\$48.850	12/01/2010	\$50.100
	06/01/2011	\$51.100	12/01/2011	\$52.350		
DEMO: CONCRETE CUTTER/SAWYER	12/01/2009	\$48.100	06/01/2010	\$49.100	12/01/2010	\$50.350
	06/01/2011	\$51.350	12/01/2011	\$52.600		
DEMO: JACKHAMMER OPERATOR	12/01/2009	\$47.850	06/01/2010	\$48.850	12/01/2010	\$50.100
	06/01/2011	\$51.100	12/01/2011	\$52.350		
DEMO: WRECKING LABORER	12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.350
	06/01/2011	\$50.350	12/01/2011	\$51.600		
DIRECTIONAL DRILL MACHINE OPERATOR	12/01/2009	\$58.190	06/01/2010	\$59.430	12/01/2010	\$60.680
DIVER	08/01/2009	\$75.090	08/01/2010	\$77.440	08/01/2011	\$80.190
DIVER TENDER	08/01/2009	\$60.220	08/01/2010	\$62.570	08/01/2011	\$65.320
DIVER TENDER (EFFLUENT)	08/01/2009	\$78.810	08/01/2010	\$82.330	08/01/2011	\$86.460
DIVER/SLURRY (EFFLUENT)	08/01/2009	\$101.110	08/01/2010	\$104.640	08/01/2011	\$108.760
ELECTRICIAN	03/01/2010	\$65.790	09/01/2010	\$67.030	03/01/2011	\$68.270

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 03/26/2010

Wage Request Number: 20100325-044

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Overseer  
TIMOTHY MURRAY  
Overseer of Construction

COMMONWEALTH OF MASSACHUSETTS  
LABOR AND WORKFORCE DEVELOPMENT  
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

  
JOANNE F. GOLDSBERRY  
Secretary of Labor and Workforce Development  
GEORGE E. NOEL  
Director of Labor  
LAUREA M. MARLIN  
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-54

City/Town: NEWTON

Description of Work: Annual - Glass Replacement Repairs and Related Works

Job Location: Various Locations

Classification

Effective Dates and Total Rates

APPRENTICE: ELECTRICIAN - Local 103											
Ratio	Step	1	2	3	4	5	6	7	8	9	10
25***	%	40.00	40.00	45.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00
Apprentice wages shall be no less than the following Steps:						App Prior 1/1/03; 30/55/60/65/70/75/80					
1540.80/2540.80/3548.17/4548.17/5550.23/6552.29/7554.34/8556.42/9558.48/10560.55											
ELEVATOR CONSTRUCTOR						01/01/2010	\$65.190	01/01/2011	\$66.690	01/01/2012	\$68.190
APPRENTICE: ELEVATOR CONSTRUCTOR - Local 4											
Ratio	Step	1	2	3	4	5					
1:1	%	50.00	55.00	60.00	70.00	80.00					
Apprentice rates shall be no less than the following:						Steps 1-2 are 6 mos; Steps 3-5 are 1 year					
Step 1 \$44,572.54; 2 \$46,890.51; 3 \$49,208.48; 4 \$51,526.45; 5 \$53,844.42											
ELEVATOR CONSTRUCTOR HELPER						01/01/2010	\$51.330	01/01/2011	\$52.830	01/01/2012	\$54.330
FENCE & GUARD RAIL ERECTOR						12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600
						06/01/2011	\$50.600	12/01/2011	\$51.850		
FIELD ENG. - INST. PERSON (BLDG, SITE, HVY CONST)						11/01/2009	\$55.850	05/01/2010	\$56.950	11/01/2010	\$58.190
						05/01/2011	\$59.430				
FIELD ENG. - ROD PERSON (BLDG, SITE, HVY CONST)						11/01/2009	\$40.870	05/01/2010	\$41.520	11/01/2010	\$42.250
						05/01/2011	\$42.980				
FIELD ENG. - CHIEF OF PARTY (BLDG, SITE, HVY CONST)						11/01/2009	\$57.210	05/01/2010	\$58.320	11/01/2010	\$59.570
						05/01/2011	\$60.820				
FIRE ALARM INSTALLER						03/01/2010	\$65.790	09/01/2010	\$67.030	03/01/2011	\$68.270
FIRE ALARM REPAIR / MAINTENANCE						03/01/2010	\$53.800	09/01/2010	\$54.730	03/01/2011	\$55.660
FIREMAN (ASST. ENGINEER)						12/01/2009	\$52.740	06/01/2010	\$53.810	12/01/2010	\$54.890
FLAGGER & SIGNALER						12/01/2009	\$36.300	06/01/2010	\$37.300	12/01/2010	\$37.300
						06/01/2011	\$38.300	12/01/2011	\$38.300		
FLOORCOVERER						03/01/2010	\$59.630	09/01/2010	\$60.380	03/01/2011	\$61.130
						09/01/2011	\$62.380	03/01/2012	\$63.630		
APPRENTICE: FLOORCOVERER - Local 2148 Zone I											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00		
Apprentice rates shall be no less than the following:						Steps are 750 hrs.					
Step 1 \$27,335.25/29,136.43/30,937.61/32,738.79/34,539.97/36,341.15/38,142.33/39,943.51/41,744.69/43,545.87											
FORK LIFT/CHERRY PICKER						12/01/2009	\$58.530	06/01/2010	\$59.780	12/01/2010	\$61.030
GENERATOR/LIGHTING PLANT/HEATERS						12/01/2009	\$47.890	06/01/2010	\$48.810	12/01/2010	\$49.740
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)						01/01/2010	\$52.910				

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 03/26/2010

Wage Request Number: 20100325-044

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THOMAS H. MURRAY  
Commissioner

Commonwealth of Massachusetts  
Labor and Workforce Development  
Office of Occupational Safety  
Prevailing Wage Rates  
Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary of Labor and Workforce Development  
GEORGE E. NOEL  
Director of Labor  
LAURA M. MARLIN  
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-54

City/Town: NEWTON

Description of Work: Annual - Glass Replacement Repairs and Related Works

Job Location: Various Locations

Classification

Effective Dates and Total Rates

APPRENTICE: GLAZIER - Local 33 Zone 2									
Ratio	\$/hr	1	2	3	4	5	6	7	8
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00
Apprentice wages shall be no less than the following:									
\$/hr are 750 hrs.									
\$/hr 1523.84/2528.43/3530.31/4532.18/541.24/644.13/734.50/834.87/									
HOISTING ENGINEER/CRANES/GRADALLS						12/01/2009	\$38.530	06/01/2010	\$59.780
APPRENTICE: HOIST/PORT. ENG. - Local 4									
Ratio	\$/hr	1	2	3	4	5	6	7	8
1:4	%	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00
Apprentice wages shall be no less than the following:									
\$/hr 1529.83/2543.42/3545.31/4547.20/5549.09/6550.97/7552.84/8554.74									
HVAC (DUCTWORK)						02/01/2010	\$63.470	08/01/2010	\$64.720
						08/01/2011	\$67.220	02/01/2012	\$68.470
						02/01/2013	\$70.970		
HVAC (ELECTRICAL CONTROLS)						03/01/2010	\$65.790	09/01/2010	\$67.030
HVAC (TESTING AND BALANCING - AIR)						02/01/2010	\$63.470	08/01/2010	\$64.720
						08/01/2011	\$67.220	02/01/2012	\$68.470
						02/01/2013	\$70.970		
HVAC (TESTING AND BALANCING - WATER)						03/01/2010	\$68.730		
HVAC MECHANIC						03/01/2010	\$68.730		
HYDRAULIC DRILLS						12/01/2009	\$47.850	06/01/2010	\$48.850
						06/01/2011	\$51.100	12/01/2011	\$52.350
						09/01/2009	\$39.260	09/01/2010	\$61.660
INSULATOR (PIPES & TANKS) - Local 4 Boston									
Ratio	\$/hr	1	2	3	4				
1:4	%	50.00	60.00	70.00	80.00				
Apprentice wages shall be no less than the following:									
\$/hr are 1 year									
\$/hr 1534.44/2541.14/3543.04/4545.21									
IRONWORKER/WELDER						03/16/2010	\$60.940		
APPRENTICE: IRONWORKER - Local 7 Boston									
Ratio	\$/hr	1	2	3	4	5	6		
**	%	60.00	70.00	75.00	80.00	85.00	90.00		
Apprentice wages shall be no less than the following:									
** Structural 1:4; Ornamental 1:4									
\$/hr 1544.82/2550.33/3552.12/4553.88/5555.63/6557.41									
JACKHAMMER & PAVING BREAKER OPERATOR						12/01/2009	\$47.350	06/01/2010	\$48.350
						06/01/2011	\$50.600	12/01/2011	\$51.850
LABORER						12/01/2009	\$47.100	06/01/2010	\$48.100
						06/01/2011	\$50.350	12/01/2011	\$51.600

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Issue Date: 03/26/2010

Wage Request Number: 20100325-044

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Timothy P. Murray  
Commissioner

Commonwealth of Massachusetts  
Labor and Workforce Development  
Office of Occupational Safety  
Prevailing Wage Rates  
Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary of Labor and Workforce Development  
GEORGE E. NOEL  
Director of Labor  
LAURA M. MARLIN  
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-54

City/Town: NEWTON

Description of Work: Annual - Glass Replacement Repairs and Related Works

Job Location: Various Locations

#### Classification

#### Effective Dates and Total Rates

APPRENTICE: LABORER - Zone 1					
Ratio	Step	1	2	3	4
1:5	%	60.00	70.00	80.00	90.00
Apprentice wages shall be no less than the following:					
Step 1534.88/2539.81/3442.74/4443.47					
LABORER: CARPENTER TENDER				12/01/2009	\$47.100
				06/01/2010	\$48.100
				12/01/2010	\$49.350
LABORER: CEMENT FINISHER TENDER				12/01/2009	\$47.100
				06/01/2010	\$48.100
				12/01/2010	\$49.350
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER				12/01/2009	\$47.100
				06/01/2010	\$48.100
				12/01/2010	\$49.350
LABORER: MASON TENDER				12/01/2009	\$47.350
				06/01/2010	\$48.350
				12/01/2010	\$49.600
LABORER: MULTI-TRADE TENDER				12/01/2009	\$47.100
				06/01/2010	\$48.100
				12/01/2010	\$49.350
LABORER: TREE REMOVER				12/01/2009	\$47.100
				06/01/2010	\$48.100
				12/01/2010	\$49.350
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines.					
LASER BEAM OPERATOR				12/01/2009	\$47.350
				06/01/2010	\$48.350
				12/01/2010	\$49.600
MARBLE & TILE FINISHERS				02/01/2010	\$56.950
				08/01/2010	\$58.470
				02/01/2011	\$59.270
APPRENTICE: MARBLE & TILE FINISHER - Local 3 Marble & Tile					
Ratio	Step	1	2	3	4
1:3	%	50.00	60.00	70.00	80.00
Apprentice wages shall be no less than the following:					
Step 1539.44/2543.11/3444.37/4350.03/5349					
Step am 800 hrs.					
MARBLE MASONS, TILELAYERS & TERRAZZO MECH				02/01/2010	\$68.050
				08/01/2010	\$69.950
				02/01/2011	\$70.940
APPRENTICE: MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile					
Ratio	Step	1	2	3	4
1:3	%	50.00	60.00	70.00	80.00
Apprentice wages shall be no less than the following:					
Step 1543.75/2550.19/3444.44/4359.12/5349					
MECH. SWEEPER OPERATOR (NON- CONSTRUCTION)				07/01/2009	\$28.300
				07/01/2010	\$29.000
				07/01/2011	\$29.700
MECH. SWEEPER OPERATOR (ON CONST. SITES)				12/01/2009	\$38.190
				06/01/2010	\$39.430
				12/01/2010	\$60.680
MECHANICS MAINTENANCE				12/01/2009	\$38.190
				06/01/2010	\$39.430
				12/01/2010	\$60.680
MILLWRIGHT (Zone 1)				03/01/2009	\$54.400

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Issue Date: 03/26/2010

Wage Request Number: 20100325-044

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Overseer:  
TIMOTHY P. MURRAY  
Commissioner

As determined by the State Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
OFFICE OF OCCUPATIONAL SAFETY



JOANNE F. GOLDSSTEIN  
Secretary of Labor and Workforce Development  
GEORGE E. NOEL  
Director of Labor  
LAURA M. MARLIN  
Commissioner of Division of Occupational Safety

Prevailing Wage Rates

Awarding Authority: City of Newton

Contract Number: 10-54

City/Town: NEWTON

Description of Work: Annual - Glass Replacement Repairs and Related Works

Job Location: Various Locations

Classification	Effective Dates and Total Rates									
APPRENTICE: MILLWRIGHT - Local 1121 Zone 1										
Ratio	Step	1	2	3	4	5	6	7	8	
1:5	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00	
Apprentice wages shall be no less than the following:										
Step 1 \$34.43/2534.31/6 \$39.44/4 \$41.12/5 \$44.24/6 \$47.36/7 \$50.48/8 \$53.60/9 \$56.72/10										
MORTAR MIXER						12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010 \$49.600
						06/01/2011	\$50.600	12/01/2011	\$51.850	
OILER (OTHER THAN TRUCK CRANES, GRADALLS)						12/01/2009	\$41.750	06/01/2010	\$42.480	12/01/2010 \$43.220
OILER (TRUCK CRANES, GRADALLS)						12/01/2009	\$44.720	06/01/2010	\$45.550	12/01/2010 \$46.380
OTHER POWER DRIVEN EQUIPMENT - CLASS II						12/01/2009	\$38.190	06/01/2010	\$39.430	12/01/2010 \$40.680
PAINTER (BRIDGES/TANKS)						01/01/2010	\$63.410			
APPRENTICE: PAINTER Local 33 - BRIDGES/TANKS										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:										
Step 1 \$29.31/2534.43/6 \$34.85/4 \$39.27/5 \$43.69/6 \$48.11/7 \$52.53/8 \$56.95/9 \$61.37/10										
PAINTER (SPRAY OR SANDBLAST, NEW) *						01/01/2010	\$54.310			
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.										
APPRENTICE: PAINTER Local 33 Zone 2 - Spray/Sandblast - New										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:										
Step 1 \$24.74/2531.85/6 \$33.55/4 \$32.24/5 \$44.14/6 \$44.58/7 \$45.02/8 \$45.46/9 \$45.90/10										
PAINTER (SPRAY OR SANDBLAST, REPAINT)						01/01/2010	\$52.370			
APPRENTICE: PAINTER Local 33 Zone 2 - Spray/Sandblast - Repaint										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:										
Step 1 \$23.79/2530.78/6 \$32.38/4 \$33.98/5 \$42.78/6 \$44.38/7 \$45.98/8 \$47.58/9 \$49.17/10										
PAINTER (TRAFFIC MARKINGS)						12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010 \$49.350
						06/01/2011	\$50.350	12/01/2011	\$51.600	
PAINTER / TAPER (BRUSH, NEW) *						01/01/2010	\$52.910			
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.										
APPRENTICE: PAINTER - Local 33 Zone 2 - BRUSH NEW										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:										
Step 1 \$23.84/2528.43/6 \$30.31/4 \$32.18/5 \$41.24/6 \$44.51/7 \$47.78/8 \$51.05/9 \$54.32/10										

This wage schedule must be posted at the worksite in accordance with M.G.L. ch. 149, sec. 27

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Issue Date: 03/26/2010

Wage Request Number: 20100325-044

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Overseer:  
TIMOTHY P. MURRAY  
Commissioner

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
OFFICE OF OCCUPATIONAL SAFETY

Prevailing Wage Rates



JOANNE F. GOLDS TEIN  
Secretary of Labor and Workforce Development

GEORGE E. NOEL  
Director of Labor

LAURA M. MARLIN  
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-54

City/Town: NEWTON

Description of Work: Annual - Glass Replacement Repairs and Related Works

Job Location: Various Locations

Classification	Effective Dates and Total Rates									
PAINTER / TAPER (BRUSH, REPAINT)	01/01/2010 \$30.970									
APPRENTICE: PAINTER - Local 33 Zone 2 - BRUSH REPAINT										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	30.00	33.00	40.00	45.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:						Steps am 750 hrs.				
Step 1 \$22.89/25273.48 \$29.144 \$30.92/539.90/441.68/543.46/647.01										
PANEL & PICKUP TRUCKS DRIVER	12/01/2009	\$44.160	06/01/2010	\$44.760	12/01/2010	\$45.360				
	06/01/2011	\$46.110	12/01/2011	\$46.770	06/01/2012	\$47.420				
	12/01/2012	\$48.450								
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2009	\$60.220	08/01/2010	\$62.570	08/01/2011	\$65.320				
PILE DRIVER	08/01/2009	\$60.220	08/01/2010	\$62.570	08/01/2011	\$65.320				
APPRENTICE: PILE DRIVER - Local 5 Zone 1										
Ratio	Step	1	2	3	4	5	6	7	8	
1:3	%	40.00	45.00	70.00	75.00	80.00	85.00	90.00	95.00	
Apprentice wages shall be no less than the following:										
Step 1 \$43.35/25472.18 \$49.074 \$50.93/52.79/65.44/78.54 50.68/58.34										
PIPEFITTER & STEAMFITTER	03/01/2010	\$68.730								
APPRENTICE: PIPEFITTER - Local 337										
Ratio	Step	1	2	3	4	5				
**	%	40.00	45.00	60.00	70.00	80.00				
Apprentice Rate - Step 1 \$33.94/25433.88/50.294/54.90/58.91						**1.3; 3.15; 1.10 thereafter / Step am 1 yr.				
Rating AC Mechanic: **1.1; 1.2; 2.4; 3.4; 4.8; 5.0; 6.12; 7.14; 8.17; 9.20; 10.23 (Max)										
PIPELAYER	12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600				
	06/01/2011	\$50.600	12/01/2011	\$51.850						
PLUMBERS & GASFITTERS	03/01/2010	\$67.500								
APPRENTICE: PLUMBER - Local 112										
Ratio	Step	1	2	3	4	5				
**	%	35.00	40.00	55.00	65.00	75.00				
Apprentice wages shall be no less than the following:						**1.2; 2.4; 3.10; 4.14; 5.19/Step am 1 yr.				
Step 1 \$30.03/2832.90/8 \$41.574 \$47.32/44.46/50.20 / \$53.07/ 5.46/55.98										
PNEUMATIC CONTROLS (TEMP.)	03/01/2010	\$68.730								
PNEUMATIC DRILL/TOOL OPERATOR	12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600				
	06/01/2011	\$50.600	12/01/2011	\$51.850						
POWDERMAN & BLASTER	12/01/2009	\$48.100	06/01/2010	\$49.100	12/01/2010	\$50.330				
	06/01/2011	\$51.350	12/01/2011	\$52.600						
POWER SHOVEL/DERRICK/TRENCHING MACHINE	12/01/2009	\$58.530	06/01/2010	\$59.780	12/01/2010	\$61.030				
PUMP OPERATOR (CONCRETE)	12/01/2009	\$58.530	06/01/2010	\$59.780	12/01/2010	\$61.030				
PUMP OPERATOR (DEWATERING, OTHER)	12/01/2009	\$47.890	06/01/2010	\$48.810	12/01/2010	\$49.740				
READY-MIX CONCRETE DRIVER	05/01/2009	\$40.520	05/01/2010	\$41.080	05/01/2011	\$41.690				

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Wage Request Number: 20100325-044

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Timothy P. Murray  
Commissioner

Commonwealth of Massachusetts  
Department of Labor and Workforce Development  
Division of Occupational Safety  
Prevailing Wage Rates  
Commissioner under the provisions of the  
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LAUREA M. MARLIN  
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-54

City/Town: NEWTON

Description of Work: Annual - Glass Replacement Repairs and Related Works

Job Location: Various Locations

Classification	Effective Dates and Total Rates					
RECLAIMERS	12/01/2009	\$38.190	06/01/2010	\$59.430	12/01/2010	\$60.680
RESIDENTIAL WOOD FRAME CARPENTER **	04/01/2009	\$35.620				
** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement.						
As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.						
APPRENTICE: CARPENTER (Residential Wood Frame) - Zone 2						
Ratio	Step	1	2	3	4	5
1:5	%	40.00	40.00	43.00	70.00	73.00
Apprentice wages shall be no less than the following:						
Step 1 \$20.13/2924.04/327.23/428.43/529.43/630.83/732.03/833.22						
RIDE-ON MOTORIZED BUGGY OPERATOR	12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600
	06/01/2011	\$50.600	12/01/2011	\$51.850		
ROLLER/SPREADER/MULCHING MACHINE	12/01/2009	\$38.190	06/01/2010	\$59.430	12/01/2010	\$60.680
ROOFER (Inc. Roofer Waterproofing & Roofer Dampproofg)	02/01/2009	\$53.860				
APPRENTICE: ROOFER - Local 33						
Ratio	Step	1	2	3	4	5
**	%	30.00	40.00	43.00	73.00	83.00
**1:5, 2:4-10, then 1:10; Ramroffing: 1:4, then 1:1						
Apprentice rates no less than: Step 1 \$34.48/2940.84/3942.58/4944.02/5949.50						
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.						
SHEETMETAL WORKER	02/01/2010	\$63.470	08/01/2010	\$64.720	02/01/2011	\$65.970
	08/01/2011	\$67.220	02/01/2012	\$68.470	08/01/2012	\$69.720
	02/01/2013	\$70.970				
APPRENTICE: SHEET METAL WORKER - Local 17-A						
Ratio	Step	1	2	3	4	5
1:4	%	40.00	43.00	50.00	60.00	63.00
Apprentice wages shall be no less than the following:						
Step 1 \$50.00/2924.51/3333.44/3738/5444.40/5555.43						
Steps 1-3 are 1 year; Steps 4-7 are 6 mos.						
SIGN ERECTOR	06/01/2009	\$37.780				
APPRENTICE: SIGN ERECTOR - Local 33 Zone 2						
Ratio	Step	1	2	3	4	5
1:1	%	30.00	33.00	40.00	43.00	70.00
Steps are 6 mos.						
SLATE / TILE / PRECAST CONCRETE ROOFER	02/01/2009	\$54.110				
SPECIALIZED EARTH MOVING EQUIP < 35 TONS	12/01/2009	\$44.620	06/01/2010	\$45.220	12/01/2010	\$45.820
	06/01/2011	\$46.570	12/01/2011	\$47.230	06/01/2012	\$47.880
	12/01/2012	\$48.910				

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 03/26/2010

Wage Request Number: 20100325-044

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COMMONWEALTH OF MASSACHUSETTS  
LABOR AND WORKFORCE DEVELOPMENT  
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

Commissioner under the provisions of the

Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSBERRY  
Secretary of Labor and Workforce Development

GEORGE E. NOEL  
Director of Labor

LAURA M. MAHLEN  
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-54

City/Town: NEWTON

Description of Work: Annual - Glass Replacement Repairs and Related Works

Job Location: Various Locations

Classification	Effective Dates and Total Rates					
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	12/01/2009	\$44,910	06/01/2010	\$45,510	12/01/2010	\$46,110
	06/01/2011	\$46,860	12/01/2011	\$47,520	06/01/2012	\$48,170
	12/01/2012	\$49,200				
SPRINKLER FITTER	03/16/2010	\$69,700				
APPRENTICE: SPRINKLER FITTER - Local 550						
Ratio	Step	1	2	3	4	5
1:1	%	40.00	43.00	50.00	55.00	60.00
Apprentice wages shall be no less than the following steps:						
\$ Step 1 \$33,040/2 \$37,820/3 \$40,400/4 \$43,380/5 \$46,110/6 \$48,594/7 \$51,722/8 \$54,506/9 \$57,280/10 \$60,000						
STEAM BOILER OPERATOR	12/01/2009	\$38,190	06/01/2010	\$39,430	12/01/2010	\$60,680
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	12/01/2009	\$38,190	06/01/2010	\$39,430	12/01/2010	\$60,680
TELECOMMUNICATION TECHNICIAN	03/01/2010	\$53,800	09/01/2010	\$54,730	03/01/2011	\$55,660
APPRENTICE: TELECOMMUNICATION TECHNICIAN - Local 103						
Ratio	Step	1	2	3	4	5
1:1	%	40.00	43.00	50.00	55.00	60.00
Apprentice wages shall be no less than the following:						
\$ Step 1 \$34,350/2 \$37,140/3 \$37,704/4 \$39,250/5 \$40,800/6 \$42,335/7 \$43,684/8 \$45,084/9 \$46,470/10						
TERRAZZO FINISHERS	02/01/2010	\$66,950	08/01/2010	\$68,850	02/01/2011	\$69,840
	08/01/2011	\$71,940	02/01/2012	\$72,930		
APPRENTICE: TERRAZZO FINISHER - Local 3 Marble & Tile						
Ratio	Step	1	2	3	4	5
1:3	%	50.00	60.00	70.00	80.00	90.00
Apprentice wages shall be no less than the following:						
\$ Step 1 \$43,180/2 \$49,330/3 \$53,894/4 \$58,240/5 \$62,400/6 \$66,350/7 \$70,100/8 \$73,750/9 \$77,300/10 \$80,850/11 \$84,400/12 \$87,950/13 \$91,500/14 \$95,050/15 \$98,600/16 \$102,150/17 \$105,700/18 \$109,250/19 \$112,800/20 \$116,350/21 \$119,900/22 \$123,450/23 \$127,000/24 \$130,550/25 \$134,100/26 \$137,650/27 \$141,200/28 \$144,750/29 \$148,300/30 \$151,850/31 \$155,400/32 \$158,950/33 \$162,500/34 \$166,050/35 \$169,600/36 \$173,150/37 \$176,700/38 \$180,250/39 \$183,800/40 \$187,350/41 \$190,900/42 \$194,450/43 \$198,000/44 \$201,550/45 \$205,100/46 \$208,650/47 \$212,200/48 \$215,750/49 \$219,300/50 \$222,850/51 \$226,400/52 \$230,000/53 \$233,550/54 \$237,100/55 \$240,650/56 \$244,200/57 \$247,750/58 \$251,300/59 \$254,850/60 \$258,400/61 \$261,950/62 \$265,500/63 \$269,050/64 \$272,600/65 \$276,150/66 \$279,700/67 \$283,250/68 \$286,800/69 \$290,350/70 \$293,900/71 \$297,450/72 \$301,000/73 \$304,550/74 \$308,100/75 \$311,650/76 \$315,200/77 \$318,750/78 \$322,300/79 \$325,850/80 \$329,400/81 \$332,950/82 \$336,500/83 \$340,050/84 \$343,600/85 \$347,150/86 \$350,700/87 \$354,250/88 \$357,800/89 \$361,350/90 \$364,900/91 \$368,450/92 \$372,000/93 \$375,550/94 \$379,100/95 \$382,650/96 \$386,200/97 \$389,750/98 \$393,300/99 \$396,850/100 \$400,400/101 \$403,950/102 \$407,500/103 \$411,050/104 \$414,600/105 \$418,150/106 \$421,700/107 \$425,250/108 \$428,800/109 \$432,350/110 \$435,900/111 \$439,450/112 \$443,000/113 \$446,550/114 \$450,100/115 \$453,650/116 \$457,200/117 \$460,750/118 \$464,300/119 \$467,850/120 \$471,400/121 \$474,950/122 \$478,500/123 \$482,050/124 \$485,600/125 \$489,150/126 \$492,700/127 \$496,250/128 \$500,800/129 \$504,350/130 \$507,900/131 \$511,450/132 \$515,000/133 \$518,550/134 \$522,100/135 \$525,650/136 \$529,200/137 \$532,750/138 \$536,300/139 \$539,850/140 \$543,400/141 \$546,950/142 \$550,500/143 \$554,050/144 \$557,600/145 \$561,150/146 \$564,700/147 \$568,250/148 \$571,800/149 \$575,350/150 \$578,900/151 \$582,450/152 \$586,000/153 \$589,550/154 \$593,100/155 \$596,650/156 \$600,200/157 \$603,750/158 \$607,300/159 \$610,850/160 \$614,400/161 \$617,950/162 \$621,500/163 \$625,050/164 \$628,600/165 \$632,150/166 \$635,700/167 \$639,250/168 \$642,800/169 \$646,350/170 \$649,900/171 \$653,450/172 \$657,000/173 \$660,550/174 \$664,100/175 \$667,650/176 \$671,200/177 \$674,750/178 \$678,300/179 \$681,850/180 \$685,400/181 \$688,950/182 \$692,500/183 \$696,050/184 \$699,600/185 \$703,150/186 \$706,700/187 \$710,250/188 \$713,800/189 \$717,350/190 \$720,900/191 \$724,450/192 \$728,000/193 \$731,550/194 \$735,100/195 \$738,650/196 \$742,200/197 \$745,750/198 \$749,300/199 \$752,850/200 \$756,400/201 \$759,950/202 \$763,500/203 \$767,050/204 \$770,600/205 \$774,150/206 \$777,700/207 \$781,250/208 \$784,800/209 \$788,350/210 \$791,900/211 \$795,450/212 \$799,000/213 \$802,550/214 \$806,100/215 \$809,650/216 \$813,200/217 \$816,750/218 \$820,300/219 \$823,850/220 \$827,400/221 \$830,950/222 \$834,500/223 \$838,050/224 \$841,600/225 \$845,150/226 \$848,700/227 \$852,250/228 \$855,800/229 \$859,350/230 \$862,900/231 \$866,450/232 \$870,000/233 \$873,550/234 \$877,100/235 \$880,650/236 \$884,200/237 \$887,750/238 \$891,300/239 \$894,850/240 \$898,400/241 \$901,950/242 \$905,500/243 \$909,050/244 \$912,600/245 \$916,150/246 \$919,700/247 \$923,250/248 \$926,800/249 \$930,350/250 \$933,900/251 \$937,450/252 \$941,000/253 \$944,550/254 \$948,100/255 \$951,650/256 \$955,200/257 \$958,750/258 \$962,300/259 \$965,850/260 \$969,400/261 \$972,950/262 \$976,500/263 \$980,050/264 \$983,600/265 \$987,150/266 \$990,700/267 \$994,250/268 \$997,800/269 \$1,001,350/270 \$1,004,900/271 \$1,008,450/272 \$1,012,000/273 \$1,015,550/274 \$1,019,100/275 \$1,022,650/276 \$1,026,200/277 \$1,029,750/278 \$1,033,300/279 \$1,036,850/280 \$1,040,400/281 \$1,043,950/282 \$1,047,500/283 \$1,051,050/284 \$1,054,600/285 \$1,058,150/286 \$1,061,700/287 \$1,065,250/288 \$1,068,800/289 \$1,072,350/290 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\$1,736,200/477 \$1,739,750/478 \$1,743,300/479 \$1,746,850/480 \$1,750,400/481 \$1,753,950/482 \$1,757,500/483 \$1,761,050/484 \$1,764,600/485 \$1,768,150/486 \$1,771,700/487 \$1,775,250/488 \$1,778,800/489 \$1,782,350/490 \$1,785,900/491 \$1,789,450/492 \$1,793,000/493 \$1,796,550/494 \$1,800,100/495 \$1,803,650/496 \$1,807,200/497 \$1,810,750/498 \$1,814,300/499 \$1,817,850/500 \$1,821,400/501 \$1,824,950/502 \$1,828,500/503 \$1,832,050/504 \$1,835,600/505 \$1,839,150/506 \$1,842,700/507 \$1,846,250/508 \$1,849,800/509 \$1,853,350/510 \$1,856,900/511 \$1,860,450/512 \$1,864,000/513 \$1,867,550/514 \$1,871,100/515 \$1,874,650/516 \$1,878,200/517 \$1,881,750/518 \$1,885,300/519 \$1,888,850/520 \$1,892,400/521 \$1,895,950/522 \$1,899,500/523 \$1,903,050/524 \$1,906,600/525 \$1,910,150/526 \$1,913,700/527 \$1,917,250/528 \$1,920,800/529 \$1,924,350/530 \$1,927,900/531 \$1,931,450/532 \$1,935,000/533 \$1,938,550/534 \$1,942,100/535 \$1,945,650/536 \$1,949,200/537 \$1,952,750/538 \$1,956,300/539 \$1,959,850/540 \$1,963,400/541 \$1,966,950/542 \$1,970,500/543 \$1,974,050/544 \$1,977,600/545 \$1,981,150/546 \$1,984,700/547 \$1,988,250/548 \$1,991,800/549 \$1,995,350/550 \$1,998,900/551 \$2,002,450/552 \$2,006,000/553 \$2,009,550/554 \$2,013,100/555 \$2,016,650/556 \$2,020,200/557 \$2,023,750/558 \$2,027,300/559 \$2,030,850/560 \$2,034,400/561 \$2,037,950/562 \$2,041,500/563 \$2,045,050/564 \$2,048,600/565 \$2,052,150/566 \$2,055,700/567 \$2,059,250/568 \$2,062,800/569 \$2,066,350/570 \$2,069,900/571 \$2,073,450/572 \$2,077,000/573 \$2,080,550/574 \$2,084,100/575 \$2,087,650/576 \$2,091,200/577 \$2,094,750/578 \$2,098,300/579 \$2,101,850/580 \$2,105,400/581 \$2,108,950/582 \$2,112,500/583 \$2,116,050/584 \$2,119,600/585 \$2,123,150/586 \$2,126,700/587 \$2,130,250/588 \$2,133,800/589 \$2,137,350/590 \$2,140,900/591 \$2,144,450/592 \$2,148,000/593 \$2,151,550/594 \$2,155,100/595 \$2,158,650/596 \$2,162,200/597 \$2,165,750/598 \$2,169,300/599 \$2,172,850/600 \$2,176,400/601 \$2,179,950/602 \$2,183,500/603 \$2,187,050/604 \$2,190,600/605 \$2,194,150/606 \$2,197,700/607 \$2,201,250/608 \$2,204,800/609 \$2,208,350/610 \$2,211,900/611 \$2,215,450/612 \$2,219,000/613 \$2,222,550/614 \$2,226,100/615 \$2,229,650/616 \$2,233,200/617 \$2,236,750/618 \$2,240,300/619 \$2,243,850/620 \$2,247,400/621 \$2,250,950/622 \$2,254,500/623 \$2,258,050/624 \$2,261,600/625 \$2,265,150/626 \$2,268,700/627 \$2,272,250/628 \$2,275,800/629 \$2,279,350/630 \$2,282,900/631 \$2,286,450/632 \$2,290,000/633 \$2,293,550/634 \$2,297,100/635 \$2,300,650/636 \$2,304,200/637 \$2,307,750/638 \$2,311,300/639 \$2,314,850/640 \$2,318,400/641 \$2,321,950/642 \$2,325,500/643 \$2,329,050/644 \$2,332,600/645 \$2,336,150/646 \$2,339,700/647 \$2,343,250/648 \$2,346,800/649 \$2,350,350/650 \$2,353,900/651 \$2,357,450/652 \$2,361,000/653 \$2,364,550/654 \$2,368,100/655 \$2,371,650/656 \$2,375,200/657 \$2,378,750/658 \$2,382,300/659 \$2,385,850/660 \$2,389,400/661 \$2,392,950/662 \$2,396,500/663 \$2,400,050/664 \$2,403,600/665 \$2,407,150/666 \$2,410,700/667 \$2,414,250/668 \$2,417,800/669 \$2,421,350/670 \$2,424,900/671 \$2,428,450/672 \$2,432,000/673 \$2,435,550/674 \$2,439,100/675 \$2,442,650/676 \$2,446,200/677 \$2,449,750/678 \$2,453,300/679 \$2,456,850/680 \$2,460,400/681 \$2,463,950/682 \$2,467,500/683 \$2,471,050/684 \$2,474,600/685 \$2,478,150/686 \$2,481,700/687 \$2,485,250/688 \$2,488,800/689 \$2,492,350/690 \$2,495,900/691 \$2,499,450/692 \$2,503,000/693 \$2,506,550/694 \$2,510,100/695 \$2,513,650/696 \$2,517,200/697 \$2,520,750/698 \$2,524,300/699 \$2,527,850/700 \$2,531,400/701 \$2,534,950/702 \$2,538,500/703 \$2,542,050/704 \$2,545,600/705 \$2,549,150/706 \$2,552,700/707 \$2,556,250/708 \$2,559,800/709 \$2,563,350/710 \$2,566,900/711 \$2,570,450/712 \$2,574,000/713 \$2,577,550/714 \$2,581,100/715 \$2,584,650/716 \$2,588,200/717 \$2,591,750/718 \$2,595,300/719 \$2,598,850/720 \$2,602,400/721 \$2,605,950/722 \$2,609,500/723 \$2,613,050/724 \$2,616,600/725 \$2,620,150/726 \$2,623,700/727 \$2,627,250/728 \$2,630,800/729 \$2,634,350/730 \$2,637,900/731 \$2,641,450/732 \$2,645,000/733 \$2,648,550/734 \$2,652,100/735 \$2,655,650/736 \$2,659,200/737 \$2,662,750/738 \$2,666,300/739 \$2,669,850/740 \$2,673,400/741 \$2,676,950/742 \$2,680,500/743 \$2,684,050/744 \$2,687,600/745 \$2,691,150/746 \$2,694,700/747 \$2,698,250/748 \$2,701,800/749 \$2,705,350/750 \$2,708,900/751 \$2,712,450/752 \$2,716,000/753 \$2,719,550/754 \$2,723,100/755 \$2,726,650/756 \$2,730,200/757 \$2,733,750/758 \$2,737,300/759 \$2,740,850/760 \$2,744,400/761 \$2,747,950/762 \$2,751,500/763 \$2,755,050/764 \$2,758,600/765 \$2,762,150/766 \$2,765,700/767 \$2,769,250/768 \$2,772,800/769 \$2,776,350/770 \$2,779,900/771 \$2,783,450/772 \$2,787,000/773 \$2,790,550/774 \$2,794,100/775 \$2,797,650/776 \$2,801,200/777 \$2,804,750/778 \$2,808,300/779 \$2,811,850/780 \$2,815,400/781 \$2,818,950/782 \$2,822,500/783 \$2,826,050/784 \$2,829,600/785 \$2,833,150/786 \$2,836,700/787 \$2,840,250/788 \$2,843,800/789 \$2,847,350/790 \$2,850,900/791 \$2,854,450/792 \$2,858,000/793 \$2,861,550/794 \$2,865,100/795 \$2,868,650/796 \$2,872,200/797 \$2,875,750/798 \$2,879,300/799 \$2,882,850/800 \$2,886,400/801 \$2,889,950/802 \$2,893,500/803 \$2,897,050/804 \$2,900,600/805 \$2,904,150/806 \$2,907,700/807 \$2,911,250/808 \$2,914,800/809 \$2,918,350/810 \$2,921,900/811 \$2,9250,40						

THOMAS P. MURRAY  
Commissioner

Commonwealth of Massachusetts  
Department of Labor and Workforce Development  
Division of Occupational Safety  
Prevailing Wage Rates  
Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



Awarding Authority: City of Newton

Contract Number: 10-54

City/Town: NEWTON

Description of Work: Annual - Glass Replacement Repairs and Related Works

Job Location: Various Locations

Classification	Effective Dates and Total Rates					
TUNNEL WORK - FREE AIR (HAZ. WASTE)	12/01/2009	\$53,500	06/01/2010	\$54,750	12/01/2010	\$56,000
	06/01/2011	\$57,250	12/01/2011	\$58,500		
VAC-HAUL	12/01/2009	\$44,620	06/01/2010	\$45,220	12/01/2010	\$45,820
	06/01/2011	\$46,570	12/01/2011	\$47,230	06/01/2012	\$47,880
	12/01/2012	\$48,910				
WAGON DRILL OPERATOR	12/01/2009	\$47,350	06/01/2010	\$48,350	12/01/2010	\$49,600
	06/01/2011	\$50,600	12/01/2011	\$51,850		
WASTE WATER PUMP OPERATOR	12/01/2009	\$58,530	06/01/2010	\$59,780	12/01/2010	\$61,030
WATER METER INSTALLER	03/01/2010	\$67,500				

**Additional Apprentice Information:**

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours) unless otherwise specified.

- \* Ratios are expressed in allowable number of apprentices to journeyman or fraction thereof.
- \*\* Multiple ratios are listed in the comment field.
- \*\*\* The job site ratio of 2 apprentices (APP) for every 3 journeyman (JM) is allowed as follows:  
1 JM: 1 APP; 2-3 JM: 2 APP; 4-6 JM: 4 APP; 7-9 JM: 6 APP; 10-12 JM: 8 APP; 13-15 JM: 10 APP; etc.
- \*\*\*\* The job site ratio of 2 apprentices (APP) for every 3 journeyman (JM) is allowed as follows:

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 03/26/2010

Wage Request Number: 20100325-044

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## PAYROLL RECORDS REPORT STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

### STATEMENT OF COMPLIANCE

, 201

I, \_\_\_\_\_,

(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by \_\_\_\_\_ on the \_\_\_\_\_

(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature \_\_\_\_\_

Title \_\_\_\_\_

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5TH FL., BOSTON, MA. 02108

## Massachusetts Prevailing Wage Law L. ch. 149, §§ 26 – 27

### NOTICE TO AWARDING AUTHORITIES

- 'The enclosed wage schedule applies only to the specific project listed at the top and will remain in effect for the duration of the project.
- 'You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- 'The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- 'Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

### NOTICE TO CONTRACTORS

- The enclosed wage schedule must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the "total rate" listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108

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# WEEKLY PAYROLL REPORT FORM

Company Name:

Prime Contractor

Project Name:

Subcontractor

Awarding Auth.:

List Prime Contractor:

Work Week Ending:

Employer Signature:

Print Name &amp; Title:

[illegible]

NOTE: Every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority.

## MAINTENANCE SERVICE CONTRACT

### SPECIAL CONDITIONS

The following provisions supplement the General Conditions of the Contract for Non-Technical Services. In the event of conflict or discrepancy between the General Conditions and these Special Conditions, the provisions of the Special Conditions shall govern.

#### 1.0 SUMMARY OF WORK

- A. The Work under the Contract consists of:
  - 1. Furnishing all labor, materials, tools, equipment, supervision, and any and all expenses necessary to accomplish the work described herein, in accordance with all specifications and requirements of the Project Manual.
  - 2. All work either shown on the Drawings (if any) or included in the specifications unless specifically indicated as not to be done.
- B. In addition, the work under the Contract includes:
  - 1. Work outside the Project Site as called for in the Contract Documents and as required for the performance of the Work.
  - 2. The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.
  - 3. Providing and restoring, where appropriate, all temporary facilities.
- C. The Proposed Contract Price shall be complete costs, including all materials, labor, equipment, travel, overhead, profit, insurance, transportation, and all other costs connected with, or incidental to, the work described.

#### 2.0 PROJECT SITE

- A. The areas of work for this contract shall be various buildings within the City of Newton as specified on Work Orders to be issued from time to time during the term of this Contract.

#### 3.0 NOTICE TO PROCEED/FAILURE TO COMMENCE WORK

- A. From time to time during the term of this Contract, the Contractor shall be issued notice to proceed in the form of a written Work Order issued by the Public Building Department listing specific work items to be performed in accordance with this Contract. The Contractor shall commence performance of the work within the time specified in the Work Order, and in no event within less than the time limits stated in the Work Specifications contained in the Project Manual.
- B. In the event the contractor fails to commence performance within the specified time, and/or notifies the City of its inability to do so, the City shall call upon the second Contractor awarded pursuant to this bid (if any) to perform the required work.
- C. In the event the second Contractor awarded pursuant to this bid is unable to commence performance within the required time, or if there is no second Contractor, the City reserves the right to contract for the work on the open market at the then prevailing rate and to deduct from any monies due or that may thereafter become due to the contractor the difference between the price stated for the work in the contract and the actual cost thereof to the City.

#### 4.0 PAYMENT

- A. Upon completion of the work specified in the Work Order, the Contractor may submit an invoice to the Public Building Department for the work performed. The Contractor will be paid only upon accepted completion of the work authorized. It shall be Contractor's responsibility to notify the Public Building Department upon completion of the work and to insure the work is promptly inspected by a Building Department representative.

#### 5.0 COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals and claims must be in writing.
- B. Any such notice shall be deemed to have been given as of the time of delivery, or of actual receipt in the case of telegrams or, in the case of mailing, when it should have been received in due course of post.
- C. For communicating purposes, the office address of the Contractor shall be that stated on the signature page of the contract; that of the City shall be as stated in the Invitation for Bids. Any subsequent change in address of either party shall be communicated to the other in writing.

#### 6.0 PLANS AND SPECIFICATIONS

- A. The City will furnish to the Contractor, without charge, all copies of the specifications reasonably necessary in the performance of the contract work.

#### 7.0 COORDINATION

The Contractor shall:

- A. Supply to the City the name and telephone number of a responsible person who may be contacted during off-hour emergencies during the term of the Contract.
- B. Cooperate at all times with the City and the Project Manager, and ensure the cooperation of his key personnel and that of his subcontractors.

#### 8.0 CONDUCT OF THE WORK

- A. The work must be completed in a continuous uninterrupted operation. The Contractor must use sufficient workforce and adequate equipment to complete all the necessary work requirements within a minimum period of time.
- B. The work shall be conducted between the hours of 8:00 a.m. and 5:00 p.m. on Monday through Friday. No work shall be done on holidays, Saturdays or Sundays except as specifically requested and authorized by the City.
- C. Under no circumstances will the contractor be paid at a premium or overtime rate for any work performed without the express advance authorization of the City.
- D. The Contractor is responsible for the security of partially completed work until the project is finally accepted by the City.

#### 9.0 ALTERATION

and/or replace all existing materials and surfaces remaining exposed after have been affected by alteration or removal of existing work. All patch and

A. Damage to Persons and Property

Any damage to buildings, roads, public roads, bituminous concrete areas, fences, lawn areas, trees, shrubbery, electric or telephone poles, underground utilities, etc., shall be repaired by the Contractor at his own expense. Damaged property shall be returned to its original condition prior to the damages within a reasonable time period, except all utility outages shall be repaired immediately.

B. Protection of Persons and Property

The Contractor shall, at all times, leave an unobstructed way along the roadways and walks, and shall maintain barriers and lights for the protection of all persons and property in all locations where he has materials stored or work going on, and during the entire time such work is going on or material is stored.

C. Shutdown of Services

The Contractor's attention is especially called to the fact that continuous operation of building utilities and services is mandatory. During the period of construction of the new work and/or alterations to the existing work, the progress and sequence of installation shall be carefully planned and approved by the City. If any building is to be left without heat, hot water, city water, electricity, gas, sanitary facilities, or any other services, the Contractor shall provide reasonable written notice to the City before proceeding.

D. Care of Work

All work is to be carefully protected so that no injury will come to it from water, frost, accident, or any other cause and any injury which may come to any of the work shall be repaired immediately by the Contractor at his own expense and without additional cost to the City. This shall also apply to any abutting or adjoining work on premises. The Contractor shall be responsible for any damage and in the event of such damage, the Contractor shall repair the damage immediately at his own cost and without additional cost to the City.

E. Removal of Debris

Debris of any nature shall be completely removed from the site at the end of each days work and disposed of in accordance with all Federal, State and local regulations.

F. The Contractor is responsible for the security of all work until it is accepted by the City.

## 11.0 TEMPORARY UTILITIES

- A. Prior to execution of the Work, the Contractor shall confer with a representative of the Public Building Department regarding the use of utilities and facilities at the worksite. No City utilities or facilities are to be used by the Contractor in the performance of this Contract without the prior approval of the City.

## 12.0 SUBMISSION OF PAYROLLS

- A. The Contractor shall, with each invoice submitted during the term of this Contract, submit to the City two (2) legible copies of his payrolls documenting the wages paid to all employees performing on site labor relating to the work of this Contract. These copies shall be prepared on forms supplied by the City.

## 13.0 DRAWINGS (IF APPLICABLE)

- A. The drawings attached herein and such drawings as may be issued per addendum, shall constitute an integral part of this section and shall serve as the working drawings.



and verification is directed since actual locations, dimensions and levels are

indicated in the specifications or noted on the drawings, but which are obviously required for proper installation, shall be included.

#### 14.0 MATERIALS

- A. Unless specifically so stated to the contrary the use of a manufacturer's name or style number is not restrictive, and is intended solely as an identification of the type and quality of the materials and services required. In all cases, the words "or approved equal" if not inserted are implied.
- B. An item equal to that named or described in the specifications may upon written approval of the City be furnished by the Contractor. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased; (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.
- C. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Contractor's expense.
- D. For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes that may be required in the work as shown. All directions, specifications and recommendations by manufacturers for the installation, handling, storing, adjustment, and operation of their equipment shall be complied with and responsibility for proper performance shall continue to rest with the Contractor.
- E. The Contractor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Contractor fails to obtain the approval for substitution in accordance with these provisions. If any substitution is more costly, the Contractor shall pay for such costs.

#### 15.0 WARRANTY AND INDEMNIFICATION

- A. In addition to other guarantees or warranties required under law or other sections of the specification, the Contractor warrants all materials furnished and labor performed under this Contract to be free from defects or errors in workmanship or installation for a period of one year from the date of Completion of the work, as certified by the Project Manager. The Contractor shall indemnify the Authority for the full cost of any damage to the property that may result by reason of such defects or errors and shall indemnify the Authority from and against any and all claims, demands, losses, costs, expenses, liabilities and damages, including reasonable attorney's fees and expenses, arising out of or on account of this Contract, including but not limited to claims brought against the Authority for alleged infringement of patents based upon any methods of construction or application of materials furnished under the Contract.
- B. The Contractor shall indemnify, hold harmless and defend the City and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest arising out of or resulting directly or indirectly from the services rendered pursuant to this Contract, provided that any such action, cause of action, claim, demand, damage, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.



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**END OF SECTION**





## **PUBLIC BUILDINGS DEPARTMENT SPECIFICATION FOR REPLACEMENT OF BROKEN GLASS IN ALL PUBLIC BUILDINGS**

**THIS SERVICE CONTRACT WILL BE AWARDED TO ONE CONTRACTOR. SERVICE CALLS WILL BE GIVEN OUT, BY THE PUBLIC BUILDINGS DEPARTMENT, BASED ON THE CITY'S NEED.**

### **1.0 SCOPE OF WORK**

- 1.01 Provide all the labor, material, equipment, transportation, supervision, and any and all expenses necessary to replace broken lites of glass at City Hall, Schools, and other Public Buildings as directed by the Public Buildings Department during the contract term The term of this contract shall extend from **July 1, 2010 through June 30, 2011**. The City, at its sole discretion, shall have the option to extend for one (1) additional one year term with no changes in the contract price or terms and conditions. Total payments under this contract shall not exceed 75,000 per year. The City reserves the right to terminate this contract prior to the expiration date in the event total expenditures reach \$49,900.00. It is understood that in the event the term of this contract or any renewal option exercised extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.

### **2.00 SPECIAL CONDITIONS**

- 2.01 The glass replacement service contract will be awarded only to a contractor whose primary business is glass replacement service and who maintains a Service Department with twenty-four (24) hour service 365 days a year.
- 2.02 The glass contractor, after receiving a service call from the Public Buildings Department, shall commence work within the following time limits:
- A. Emergency work requests must start within 2 hours after receiving a service call.
  - B. All other work requests must start within twenty-four hours, unless granted a written extension by the Public Buildings Facilities Manager or his representative.
  - C. All work not responded to within the time frames mentioned above shall immediately be given to the secondary contractor.
- 2.03 The Public Buildings Department will notify the contractor as to the approximate applicable sizes, types of glass, number of lites and the buildings affected. Before starting work, the glazier shall check with the custodian of the building to determine the exact location of broken glass.
- 2.04 The Contractor shall replace all broken glass in any one location at the time of his initial visit to any particular building. However, if it is found that there are more broken lites than those contained in the order, the Contractor shall replace the

his truck and replacement is authorized in advance by the Public Buildings  
-796-1600).

ected glass replacement has been completed, the Contractor will notify the  
anager (by phone 617-796-1600) that the necessary repairs have been

- 2.06 The City of Newton will provide access to all areas where glass replacement has been requested.
- 2.07 The Public Buildings Department will make every effort to provide a full day's work whenever possible.
- 2.08 Cracked glass shall **NOT** be replaced unless specifically directed by the Public Buildings Department Facilities Manager.
- 2.09 In cases where moldings or gaskets are found to be rotted, deteriorated or broken, the Contractor shall replace same, if possible, and prior authorization is granted by the Public Buildings Department Facilities Manager (phone 617-796-1600) and bill the City accordingly. All exterior wood moldings shall be replaced with wood screws.
- 2.10 In the event special hoistings or stage equipment should be required, the Contractor shall advise the Public Buildings Facilities Manager of the additional charge and obtain his approval **PRIOR** to performance of said work.
- 2.11 The City of Newton reserves the right to replace any broken or missing glass when deemed in the best interests of the City.
- 2.12 All broken glass putty shall be removed by means of electric heaters.
- 2.13 Clean all new glass work, including mullions, rails, and stiles of any marks, labels or dirt of any kind.
- 2.14 Window Grilles: Remove and replace when required to replace a glass. New glass shall not be installed from inside the building.

### **3.00 GENERAL CONDITIONS**

- 3.01 All materials and workmanship shall be only first quality, new and of a grade satisfactory to the Public Buildings Facilities Manager or his designee. The Public Buildings Facilities Manager or his designee shall have the right to reject any part of the work in case the material or workmanship is not of satisfactory quality.
- 3.02 **All material and debris from the glass replacement work shall become the property of the Contractor and shall be removed by him. The premises must be left clean at all times, it is imperative that all broken glass shall be cleaned up and removed immediately after installation of new glass. The cost of removal and disposal, should the City of Newton have to perform this work due to failure of the contractor, will be back-charged to the contractor.**
- 3.03 The work shall be done during regular hours. Monday through Friday, unless directed otherwise by the Public Buildings Facilities Manager or his designee.
- 3.04 The Contractor shall have with him, on each visit, a work order listing the materials used and the time consumed while on each job. This work order must be signed by the custodian or department representative as evidence of the number of square feet of glass used on the job. A copy of this signed order shall be attached to its appropriate invoice.
- 3.05 The Contractor shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable OSHA Provisions to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed.

### **4.00 MATERIALS**

- 4.01 Glass replacement shall be made in kind unless directed otherwise by the Public Buildings Department.



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Buildings shall be with lexan where practical. Normal replacement glass for safety glass.

Massachusetts State Building Code, glass replacement shall be as applicable.

- 4.04 Special types of glass 6 laminated glass, heat strengthened glass, pattern glass, colored glass, etc. will be installed only when specifically directed by the Public Buildings Department.

## **5.00 INVOICING**

- 5.01 Invoices (one for each building) must be mailed in quadruplicate, within seven (7) days after each job has been completed, to:

Public Buildings Department  
52 Elliot Street  
Newton Highlands, MA 02461

- 5.02 Each invoice must reflect the Public Buildings Department Control Number assigned to that job. The Control Number consists of either 7 digits (e.g. 15000, 15002, etc.) as per the bidding schedule.
- 5.03 Each invoice will be based on the square foot cost of the size of the lite of glass, including labor to install (based on 6portal to portal6 operation) and any other materials used (putty, glazing, compound, Glazier6 point, etc.) as per the bidding schedule.
- 5.04 Each invoice will be based on the applicable contract square foot cost of the size of the various types of glass and labor when installed (days, nights, etc.) as per the bidding schedule.

## **6.00 BIDDING INFORMATION**

- 6.01 Bidders shall submit on the Bid Form in the Project Manual a unit price per square foot of lite installed for each type of glass indicated. The contract price shall include all materials, labor charges for installation, equipment, overhead, profit, travel costs and other charges to complete all work stated in these specifications.

### **6.02 Standard Rate:**

1. The Contractor shall perform routine glass replacement as directed by the City during the term of this contract. The Contractor shall be compensated for such repairs at the Standard Rate shown on the bid form.
2. The Standard Rate shall apply to any repair that does not meet the criteria for Premium Rate.

### **6.03 Premium Rate**

1. The Premium Rate shall apply to any glass replacement which the city requests the Contractor to commence between 5:00 PM and 8:00 AM Monday through Friday, and anytime on Saturday or Sunday, or any replacement which the City requires the Contractor to commence within 2 hours or less of notification.
2. The Contractor shall be compensated for Premium Rate repairs at the Premium Rate shown on the bid form. Under no circumstances shall any work performed by the Contractor be compensated at the Premium Rate unless the City has given prior authorization to treat the work as a Premium Rate replacement.

### **6.04 Special Types of Glass**

In the event the City requires replacement of special types of glass not shown on the Bid Form, such as heat strengthened, pattern, colored, etc. the contractor shall perform the replacement at a mutually agreed upon price. The cost for any single replacement performed in accordance with this paragraph may not exceed \$1000.00.

## **END OF SECTION**



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## ARK SPECIFICATIONS APPENDIX A

### CITY BUILDINGS LOCATIONS

#### NORTH SIDE OF THE CITY

##### Schools

Bigelow Middle School	42 Vernon Street, Newton Corner
Burr School	171 Pine Street, Auburndale
Cabot School	229 Cabot Street, Newtonville
F.A. Day Middle School	21 Minot Place, Newtonville
Ed Center	100 Walnut Street, Newtonville
Franklin School	125 Derby Street, West Newton
Lincoln-Eliot School	191 Pearl Street, Newton Corner
Horace-Mann School	687 Watertown Street, Newtonville
North High	360 Lowell Avenue, Newtonville
Peirce School	170 Temple Street, West Newton
Underwood School	101 Vernon Street, Newton Centre
Ward School	10 Dolphin Road, Newton Centre
Williams School	141 Grove Street, Auburndale

##### Other Buildings

Auburndale Library	375 Auburn Street, Auburndale
Health Department	1294 Centre Street, Newton Centre
Lower Falls Library	545 Grove Street, Newton Lower Falls
Sr. Citizens Center	345 Walnut Street, Newtonville
Nonantum Library	114 Bridge Street, Nonantum
Crafts Street Stable	92 Crafts Street, Newtonville
Crafts Street Garage	110 Crafts Street, Newtonville
Jackson Homestead	527 Washington Street, Newtonville
Police Headquarters	1317 Washington Street, West Newton
Police Garage	rear 1321 Washington Street, West Newton
Police Annex	25 Chestnut Street, West Newton
Radio Tower and Shed	Manet Road, Chestnut Hill
Control Valve Chamber	Waban Hill North, Chestnut Hill
Recreation Headquarters	70 Crescent Street, Auburndale
Recreation Garage	rear 70 Crescent Street, Auburndale
Allison Fieldhouse	233 California Street, Nonantum
Auburndale Fieldhouse	West Pine Street, Auburndale
Burr Fieldhouse	142 Park Street, Newton Corner
Cabot Park Fieldhouse	101 East Side Parkway, Newtonville
Newton Cultural Center @ the Carr School	225 Nevada Street, Newtonville
Gath Pool Facility	254 Albemarle Road, Newtonville
Hawthorne Fieldhouse	17 Hawthorne Street, Nonantum
Fire Station #1	241 Church Street, Newton Corner
Fire Station #4	195 Crafts Street, Newtonville





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Down School	200 Cypress Street, Newton Centre
Brown Middle School	125 Meadowbrook Road, Newton Centre
Countryside School	191 Dedham Street, Newton Highlands
Mason-Rice School	149 Pleasant Street, Newton Centre
Memorial-Spaulding School	250 Brookline Street, Newton Centre
South High	140 Brandeis Road, Newton Centre
South High Auto Shop	140 Brandeis Road, Newton Centre
Zervas School	30 Beethoven Avenue, Waban
Oak Hill Middle School	130 Wheeler Road, Newton Centre

### **Other Buildings**

Main Library	330 Homer Street, Newton Centre
Upper Falls Library	5 High Street, Newton Upper Falls
Waban Library	1608 Beacon Street, Waban
Public Buildings Dpt.	52 Elliot Street, Newton Highlands
City Hall	1000 Commonwealth Avenue, Newton Centre
Elliot Street Stable	70 Elliot Street, Newton Highlands
Elliot Street Garage	80 Elliot Street, Newton Highlands
Water/Sewer Buildings	74 Elliot Street, Newton Highlands
Winchester Street Garage (storage)	525 Winchester Street, Newton Highlands
Quinobequin Pumping Station	136 Quinobequin Road, Newton Lower Falls
Crystal Lake Bath House	16 Rogers Street, Newton Highlands
Newton Highlands Playground	10 Winchester Street, Newton Highlands
Newton Upper Falls Fieldhouse	86 Pennsylvania Ave. Newton Upper Falls
Newton Centre Fieldhouse	81 Tyler Terrace, Newton Centre
Nahanton Park	455 Nahanton Street, Newton Centre
Bullough Pond Skating Shelter	Bullough Park, Newton Centre
Fire Headquarters	1164 Centre Street, Newton Centre
Fire Station #2	1750 Commonwealth Ave. West Newton
Fire Station #3	31 Willow Street, Newton Centre
Fire Station #7	144 Elliot Street, Newton Highlands
Fire Station #10	755 Dedham Street, Oak Hill



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TON – BUILDING DEPARTMENT

CONTRACTOR’S WORK ORDER

DATE \_\_\_\_\_ BUILDING \_\_\_\_\_

CONTRACTOR \_\_\_\_\_ CONTROL # \_\_\_\_\_

JOB DESCRIPTION \_\_\_\_\_

ARRIVE AM \_\_\_\_\_ PM \_\_\_\_\_

DEPART AM \_\_\_\_\_ PM \_\_\_\_\_

NUMBER OF CONTRACTOR PERSONNEL ON THE JOB \_\_\_\_\_

TOTAL MAN HOURS EXPENDED ON THIS JOB \_\_\_\_\_

MATERIALS USED \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

REMARKS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SENIOR CUSTODIAN’S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

- NOTE\*
- 1. The Senior Custodian’s signature signifies that the number of hours are listed correctly by the Contractor.
  - 2. A copy of this form must be attached to the original invoice in order for the Contractor to receive payment.

END OF SECTION